

**Workplace Readiness Skills Training
Request for Proposals (RFP)
RFP-21-BWDD-45**

Schedule of Events

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	October 4, 2021
Pre-Proposal Meeting	No Pre-Proposal Meeting will be held
Submittal of Written Questions by 3:00 p.m., Arizona time	October 18, 2021
Responses to Written Questions	October 22, 2021
Proposal Submittal by 3:00 p.m.	October 29, 2021 Bids shall be submitted electronically via email to hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email when submitting your bid.
Award Recommendation to Phoenix City Council	February 2022

Submit proposals and requests for alternate formats to:

Vanessa Quintana, Procurement Officer
City of Phoenix Human Services Department
200 W. Washington Street, 18th Floor
Phoenix, Arizona 85003
Telephone: (602) 534-1032 (7-1-1 Friendly)
hsdprocurement@phoenix.gov

Are you SBE/DBE certified? For more information go
to: <https://www.phoenix.gov/eod/programs>

This RFP does not commit the City to award any agreement.
All dates subject to change.



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SECTION I – INSTRUCTIONS

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RFP Process

1. DESCRIPTION OF NEED:

The City of Phoenix (City) is seeking a qualified organization to provide workplace readiness skills training services to assist adult workers, within the State of Arizona, who may be dislocated, to increase their workplace readiness and success.

The agreement resulting from this RFP will be funded by and subject to the Workforce Innovation and Opportunity Act (WIOA) as described at <https://www.dol.gov/agencies/eta/WIOA>.

Entities eligible to propose include: for- and non-profit organizations, educational institutions, government entities, public agencies, and collaborations of these organizations, that include community-based organizations, faith-based organizations, and/or small businesses.

2. BACKGROUND INFORMATION:

WIOA is the federal law that governs the ARIZONA@WORK system and it is designed to integrate services to support businesses and job seekers through strategic cross-sector partnerships. It envisions connecting workforce, education, and economic development entities to ensure strategic leveraging of resources and optimum results. The law addresses the needs of customers by establishing a comprehensive system that provides access to employment, education, training, and support services. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.

The successful offeror will contract with the City's Human Services Department (HSD) Business and Workforce Development Division, which was selected by the Phoenix Business and Workforce Development Board to provide adult, dislocated worker, and youth service programs through an integrated, job-driven workforce system.

3. OVERVIEW

The City uses a skills development model that provides accountability to a job seeker for decision-making in her/his career path. Called SOAR, the model is a series of employment readiness modules that rely on the job seeker to actively participate in identifying the skill sets necessary for employment and advancement for her/his occupational goal. SOAR is an acronym for: 1) Self-Assessment; 2) Other



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assessment; 3) Active research; and 4) Re-write your Career Plan. The job seeker identifies her/his current skills and compares them to the skills required by a current job opening. This "match" or "mismatch" lays the groundwork for the job seeker and City staff to determine which WIOA-funded or other ARIZONA@WORK partner services are the best solution for the fastest path to employment that provides career advancement opportunities and aligns with the skills needed by business.

The successful Offeror will develop and deliver SOAR Session 3, Skills for Success in the Workplace, of the SOAR curriculum. An overview of the SOAR sessions 1, 2, 4, and 5, is included as **Attachment 1** in Section II – Professional Services Draft Agreement. The SOAR Session 3 curriculum must support the concepts taught in Sessions 1 and 2 and serve as the bridge to the employability focus of Sessions 4 and 5.

The proposed curriculum must be innovative in approach, including appropriate uses of multi-media and interactive activities for an audience of varied backgrounds, races, work histories, and ages (18 and older). The curriculum must also be adaptable to individuals with disabilities. The topics of instruction within the curriculum must reflect the Offeror's knowledge of those soft skill behaviors that are high priority for employment success with today's employers.

Offeror shall create and distribute all handouts to workshop attendees. Handouts must be 3-hole punched and, if applicable, be printed in color for in-person sessions. In the event the session will be held virtually, Offeror shall distribute all handouts electronically prior to the start of the session.

4. MINIMUM QUALIFICATIONS:

Each Offeror must demonstrate in its proposal that it meets the minimum qualifications or its proposal will be disqualified as non-responsive.

Offeror must have 3 years' experience providing soft-skills training and consulting services, including experience with at least one client for which the services were provided to trainees requiring accommodations for visual and hearing impairments. Offeror's proposed instructor(s) must have at least 1 year of experience leading soft-skills trainings.

5. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

Offerors are responsible for reading the draft agreement (**Section II**) and submitting any questions about it in accordance with the process listed in **Section I (11)**. By submitting a proposal, each Offeror agrees it will be bound by the agreement. The City anticipates a one-year term beginning on or about July 1, 2022, with 4 one-year options to extend. Notwithstanding the foregoing, this Agreement will terminate upon



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the earliest occurrence of any of the following:

- reaching the end of the term and any extensions;
- completing the services set forth in the Scope of Work (the “Services”);
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.

6. PRE-PROPOSAL MEETING:

A Pre-Proposal Meeting will not be held due to the safety concerns surrounding the COVID-19 pandemic. Offerors are encouraged to submit questions in writing to the Procurement Officer prior to the Submittal of Written Questions due date/time stated in the Schedule of Events.

7. SCOPE OF WORK:

Offeror will provide workplace readiness skills training services that will be in accordance with the Scope of Work as set forth in *Section II –Professional Services Draft Agreement, Exhibit A*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. The successful offeror will be expected to provide services virtually and in-person at its Phoenix location(s). Offeror will provide monthly progress reports to the City.

8. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Offerors must be registered in the City’s eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City’s eProcurement system.

9. PREPARATION OF OFFER:

- 9.1. All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 9.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.
- 9.3. All time periods stated as a number of days will be calendar days.
- 9.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers



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no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- 9.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 9.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 9.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Offeror has discovered in or between the solicitation and such other related documents.
- 9.5.** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

10. EXCEPTIONS:

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to ask the procurement officer questions rather than including exception in their Offer.

11. INQUIRIES:

All questions that arise relating to this solicitation should be directed to the procurement officer listed on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the question date and submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the Procurement Website.



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12. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.

13. BUSINESS IN ARIZONA

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.

14. LICENSES:

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

15. CERTIFICATION:

By signature in the offer section of the Affidavit page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

16. SUBMISSION OF OFFER:

16.1. Electronic Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the email arrival time.

16.2. Due to the COVID-19 pandemic, if you plan to respond to this solicitation, please submit your bid electronically via email to hsdprocurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the bid was received on or prior to the Proposal Submittal due date and time. Please enter the solicitation number on the subject line of the email when submitting your bid. Indicate in the body of the email that you are submitting a response to the solicitation.



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17. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the proposal due date.

18. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

19. PRE-AWARD QUALIFICATIONS:

Upon notification of an award the Offeror will have 10 business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in *Section II – Professional Services Draft Agreement, Exhibit C Insurance Requirements* of this solicitation. Insurance requirements are non-negotiable.

20. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Soft-Skills Training Curriculum
- Service Methodology
- Qualifications and Experience of Key Personnel
- Bid Price Schedule
- Organizational Capacity
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.



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21. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

22. SOLICITATION TRANSPARENCY POLICY:

22.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

22.2. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

22.3. With respect to the selection of the successful Offerors, the City Manager and/or City Manager’s Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager’s Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.



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22.4. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

22.5. “To discuss” means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

23. PROTEST PROCESS:

23.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

23.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

23.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

23.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City’s website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

23.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester



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- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

23.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

24. PUBLIC RECORD:

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify a Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

25. LATE OFFERS:

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.



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26. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

27. AWARD:

Award will be made on an “all or none” basis by group. For any group, offer must be shown for each item(s) within their group. Submittal without individual item prices listed will be considered as non-responsive and rejected.

28. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

29. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

29.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

29.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

29.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

29.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility



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includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

- 29.5.** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 29.6.** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

30. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

31. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

32. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 32.1.** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 32.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the



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evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

- 32.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 32.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

33. BEST AND FINAL OFFERS (BAFO):

- 33.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 33.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 33.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 33.4.** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



**SECTION II – PROFESSIONAL SERVICES DRAFT
AGREEMENT**

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SECTION II – PROFESSIONAL SERVICES DRAFT AGREEMENT

WORKPLACE READINESS SKILLS TRAINING

AGREEMENT NO.

**Vanessa Quintana, Procurement Officer
Human Services Department
200 W. Washington Street, 18th Floor
602-534-1032
Vanessa.ramirez@phoenix.gov**



**SECION II – PROFESSIONAL SERVICES DRAFT
AGREEMENT**

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**SECION II – PROFESSIONAL SERVICES DRAFT
AGREEMENT**

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**PROFESSIONAL SERVICES AGREEMENT FOR
WORKPLACE READINESS SKILLS TRAINING**

Contractor Data Universal Number System (“DUNS”): **XXXXXXXXXX**

Federal Award Identification Number and Date: 7/22/14

CFDA Number and Name: 17.258 Workforce Innovation and Opportunity Act, Adult Program

This Professional Services Agreement (“**Agreement**”) is hereby entered into by and between the City of Phoenix, a municipal corporation of the State of Arizona (hereinafter referred to as “**City**”) and **Contractor Legal Name**, an Arizona **type of business** (hereinafter referred to as “**Contractor**”) (collectively the “**Parties**”) to set forth the objectives, understandings, and agreements between the Parties in connection with the subaward of grant funds as described herein.

RECITALS

- A. Through a subaward from the Arizona Department of Economic Security, the City has been allocated Workforce Innovation and Opportunity Act of 2014 (“WIOA”) monies administered by the U.S. Department of Labor (“DOL”) for the purpose of assisting job seekers in accessing employment, education, training and support services to succeed in the labor market.
- B. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
- C. The City desires to obtain the services that are specifically set forth in this Agreement.
- D. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
- E. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
- F. This Agreement is authorized by the City Council per Ordinance **XXXXX** dated **Enter Date**.
- G. This Agreement is established in accordance with RFP-21-BWDD-45. Attached hereto, incorporated herein and by this reference made a part hereof. The Contractor by accepting this Agreement, has agreed to all terms and conditions as stated therein in accordance with solicitation number RFP-21-BWDD-45.



SECCION II – PROFESSIONAL SERVICES DRAFT AGREEMENT

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NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the City and Contractor agree as follows:

1. TERM OF AGREEMENT

- 1.1. This Agreement shall become effective on or about July 1, 2022 and shall terminate on June 30, 2023, with 4 one-year options to extend. The obligations of Contractor as described herein will survive termination of this Agreement.
- 1.2. This Agreement may terminate upon the earliest occurrence of any of the following:
 - 1.2.1. Reaching the end of the term as set forth in Paragraph 2.1.
 - 1.2.2. Payment of the maximum compensation under Section 1;
 - 1.2.3. Reaching the funding expenditure deadline; or
 - 1.2.4. Termination pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

All uses of funds awarded under this Agreement shall be conducted in accordance with:

- Exhibit A – Scope of Work
- Exhibit B – Bid Price Schedule
- Exhibit C – Insurance Requirements
- Exhibit E – Background Screening Requirements
- Exhibit F – Federal Requirements

3. FUNDING

Contractor acknowledges that all funds to be provided pursuant to this Agreement will be provided from the City's subgrant of federal WIOA funds and Contractor agrees to comply with regulations, laws, and guidelines for applicable federal funding sources as identified herein or as may be issued over the course of this Agreement.

- 3.1. Subject to the terms, covenants and conditions of this Agreement, the City will reimburse the Contractor in an amount not to exceed **\$Enter Amount** for allowable costs incurred in **Exhibit B – Bid Price Schedule**, attached hereto and incorporated herein by this reference.
- 3.2. Contractor will be responsible for accomplishing the levels of performance as set forth in the Scope of Work attached hereto as Exhibit A.
- 3.3. The City will disburse portions of the monies in such amounts and increments as may be approved by the City to reimburse Contractor for allowable costs reflected in **Exhibit B – Bid Price Schedule**, attached hereto and incorporated herein by this reference, upon submission by Contractor of proper invoices and supporting



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documentation, as required by the City in its reasonable discretion and by applicable law. The Bid Price Schedule may not be amended or supplemented without the prior written consent of the City.

- 3.4. This Agreement is subject to the availability of federal funds to the City. The City shall promptly notify Contractor in writing of any modifications, payments, delays or cancellations of said WIOA funding.
- 3.5. Any failure to comply with the approved budget is at the risk of Contractor. The City is not required to reimburse Contractor for expenditures which were not approved by the City.
- 3.6. Contractor must obtain the City's prior written approval before implementing any line item changes in the Bid Price Schedule.
- 3.7. As applicable, if Contractor services are operated in a manner in which recipients of the services are provided services within the same program(s) from another funding stream, Contractor shall provide to the City (a) a matrix identifying the shared use of such program services; and (b) a cost-allocation plan which documents and explains how program costs are appropriately charged to each program so as to assure the funds provided hereunder do not subsidize such other program(s). The City has the right to approve such cost allocation plan which must be attached to the annual budget.

4. ALLOWABLE COSTS

Contractor expressly understands and agrees that the allowability of costs shall be determined in accordance with, as applicable, the terms of WIOA, any guidance issued by the DOL or the City and 2 CFR Part 200, Subpart E and 2 CFR part 2900. Contractor is liable for payment of any costs incurred by Contractor under this Agreement that may be disallowed by the City, or other appropriate federal officials. In this regard, Contractor shall be obliged to remit to the City any funded amounts which were paid pursuant to Section 4 and used to cover disallowed costs.

5. REQUEST FOR PAYMENT

- 5.1. Contractor will submit monthly invoices on or before the 15th calendar day of each month which follows a month in which Contractor incurred allowable costs. Each invoice will be accompanied with itemized receipts. Invoices will be submitted free of mathematical errors and with all supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Failure of City to identify an error does not waive any of the



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City's rights.

- 5.2. Invoice will be submitted to: hsd.invoices@phoenix.gov.
- 5.3. The City will review expenditure reports and will make payment to Contractor of any undisputed amounts within 45 calendar days of the City's approval of a properly completed and documented invoice.
- 5.4. The City reserves the right to request proper supporting documentation of any costs/charges under this Agreement for its oversight and monitoring purposes.
- 5.5. If the City requires additional financial data from Contractor to be responsive to any requests from the DOL or other federal entities pertaining to WIOA funding under this Agreement, Contractor will respond to the City in a timely manner.
- 5.6. **Payment Recoupment.** Contractor must reimburse the City upon demand upon the following:
 - a. Any amounts received by Contractor from the City for costs which have been inaccurately reported or are found to be unsubstantiated.
 - b. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the information disclosed in a Conflict of Interest Disclosure Questionnaire.
 - c. Any amount paid with the subaward for goods or services that duplicate services covered by other specific grants and Agreements.
 - d. Any amounts expended for items or purposes determined unallowable by the City.
 - e. Any amounts paid by the City for which Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by Contractor in accordance with this Agreement and applicable law.
 - f. Any amount identified as a financial audit exception.
 - g. Any amounts paid or reimbursed in excess of this Agreement.
 - h. Any payments made for services rendered before the Agreement begin date or after the Agreement termination date or other later payment deadline.
 - i. Any amounts paid by Contractor to a subcontractor not authorized in writing by the City.
- 5.7. **Payment Indemnification.** Contractor will be responsible for issuing payment for services performed by its employees, contractors, suppliers, or any other third party in the furtherance of the performance or arising out of this Agreement and will indemnify and save the City harmless for all claims whatsoever out of the lawful demands of such parties. Contractor will, at the City's request, furnish satisfactory evidence that all obligations designated above have been paid, discharged or



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waived.

6. INTERNAL SYSTEMS POLICIES AND PROCEDURES

- 6.1. Contractor will establish and implement systems, written policies and procedures governing personnel, financial management and programmatic management, as set forth in 2 CFR Part 200, as applicable, and any DOL guidance.
- 6.2. Contractor will maintain financial systems in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. And, as applicable, pursuant to 2 CFR Part 200, to ensure that costs are reasonable and necessary for the purposes of the subaward, and funds are not used for expenses unrelated to the performance of this Agreement.
- 6.3. Contractor will maintain separate accounts for City funds awarded under this Agreement.
- 6.4. Further, Contractor's financial management systems must include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary.
- 6.5. Contractor's financial management systems must also be capable of distinguishing expenditures attributable to this Agreement and those not attributable to this Agreement and must be able to identify costs by program year and budget category, as well as distinguishing between direct and indirect costs.

7. AUDITS/RECORDS

- 7.1. The City, the Arizona Department of Economic Security, the DOL, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of Contractor's which are pertinent to any activity performed under this Agreement as required under 2 CFR Part 200.334-.338, 29 CFR Parts 96 and 99, P.L. 113-128, § 184, and ADES Policies 1-47-01 and 1-47-08. for the purpose of making audit, examination, excerpts and transcriptions. Contractor shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.334–.338 and for a period of at least three (3) years after the expiration or termination of this Agreement. The City's right of access is not limited to the retention period but lasts so long as the records are retained by Contractor. Contractor will permit independent auditor's access to its records and financial statements as necessary to comply with federal audit requirements. Failure to comply with requirements of this Section will be deemed to be a default under Section 40 hereof.



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7.2. Contractor shall submit a financial audit within one hundred eighty (180) days after the close of Contractor’s fiscal year during which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this Agreement is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit shall be in conformance with the audit requirements of 2 CFR 200.501.

8. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

8.1. The Parties agree that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor’s agents, employees or helpers will be deemed to be an employee, agent, or servant of the City.

8.2. This Agreement is not intended to constitute, create or give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement.

8.3. The Parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

9. LEGAL WORKER REQUIREMENTS

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Contractor who fails, or whose subcontractors fail to comply with Arizona Revised Statutes § 23-214(A). Therefore, Contractor agrees that:

- Contractor and each subcontractor used warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to an including termination of the Agreement.
- The City retains the legal right to inspect the papers of Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.



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10. CONFIDENTIALITY AND DATA SECURITY

- 10.1** The Contractor must comply with 2 CFR § 200.303 and must take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR § 200.82, and other information the DOL or the City designates as sensitive or the Contractor considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.
- 10.2** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee.
- 10.3** Personal identifying information, financial account information, protected health information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.
- 10.4** When personal identifying information, financial account information, protected health information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 10.5** In the event that data collected or obtained by the Contractor in connection with this Agreement is suspected to have been compromised, Contractor will notify the City immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed.
- 10.6** Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section 10 will survive the termination of this Agreement.



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11. CONTACTS WITH THIRD PARTIES

11.1 Contractor or its subcontractors will not contact third parties to provide any information in connection with this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

11.2 Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

12. COMPLIANCE WITH LAWS

12.1 The Contractor will comply with all applicable laws, regulations and guidance, which include (but are not limited to) Federal Acquisition Regulation 97-03, 2 CFR Part 200, 20 CFR Parts 676–678, and 680–683, 29 CFR Parts 95, 96, and 99, P.L. 113-128, §§ 128, 133–134, as applicable.

12.2 Contractor will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Agreement.

13. AMENDMENTS

Whenever an addition, deletion or alteration to **EXHIBIT A - SCOPE OF WORK** or **EXHIBIT B - BID PRICE SCHEDULE**, is necessary, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes may be made and the amounts to be paid to Contractor may be adjusted by mutual agreement in accordance with applicable law, but in no event may the amount exceed the amount authorized in Section 4.1 of this Agreement. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.



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14. NO ORAL ALTERATIONS

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

15. INTEGRATION

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth. This Agreement does not amend or alter any existing agreements between the City and Contractor.

16. GOVERNING LAW; FORUM; VENUE

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

17. TERMINATION FOR CAUSE AND FOR CONVENIENCE

17.1 The City may terminate this Agreement in whole, or from time to time in part, for the City's convenience or the failure of Contractor to fulfill the obligations (cause or default) under this Agreement. The City will terminate by delivering to Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, Contractor must: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the Agreement, whether completed or in process.

17.2 If the termination is for the convenience of the City, the City will be liable only for payment for services rendered before the effective date of the termination.

17.3 If the termination is due to the failure of Contractor to fulfill its obligations under the Agreement (cause/default), the City may (1) require Contractor to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by



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agreement of otherwise, and Contractor will be liable for any additional cost incurred by the City; and (3) withhold any payments to Contractor, or the purpose of set-off or partial payment, as the case may be, of amounts owed by the City to Contractor. In the event of termination for cause/default, the City will be liable to Contractor for reasonable costs incurred by Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

18. NO ISRAEL BOYCOTT

By entering into this Agreement, Contractor certifies that they are not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel.

19. LAWFUL PRESENCE

Pursuant to A.R.S. §§ 1-501 and -502, the City is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

20. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

In order to do business with the city, Contractor must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a Contractor with 35 Employees or Fewer. Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this Agreement entered into by supplier/lessee.

For a Contractor with More Than 35 Employees. Contractor in performing under this



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Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier or lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

Documentation. Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming a nondiscriminatory policy is being utilized.

Monitoring. The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

21. DEFENSE AND INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the City and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor] or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity



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includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, Contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State.

22. COMPLIANCE WITH TERMS OF FUNDING

Parties acknowledge that funds will be provided pursuant to WIOA, WIOA Fund Award Terms and Conditions, the Workforce Innovation and opportunity Act (WIOA) Youth, Adult, & Dislocated Workers Programs Terms and Conditions attached hereto as Exhibit F, other applicable law and guidance, and this Agreement. Parties agree to be bound by and will comply with all terms and conditions of foregoing, as applicable. The Agreement includes any WIOA guidance issued by the DOL or any other federal agency with authority for administration of the WIOA funds. The Contractor is required to submit an end of program funding report to the City. The City agrees to cooperate with Contractor in preparing these reports, as needed.

23. COMPLIANCE WITH UNIFORM REQUIREMENTS

Contractor will comply with 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as applicable.

24. RELIGIOUS ACTIVITIES

Recipients shall not be required to participate in any religious activity to benefit from the Equipment.

25. CONFLICTS OF INTEREST

All parties hereto agree to abide by the provisions of 2 CFR § 200.318, which include (but are not limited to) the following:

25.1. Contractor shall maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

25.2. No employee, officer, or agent of Contractor shall participate in the selection, or in the award, or administration of a contact supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would



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arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

- 25.3.** The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Contractor.

This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

26. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

26.1 Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by Contractor shall constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and shall constitute sufficient reason for termination of this Agreement by the City.

26.2 Prior to entering into and during the time period covered by this Agreement, Contractor shall disclose any information related to the preceding paragraph. This disclosure requirement shall also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section shall constitute a default.

27. NATIONAL ORIGIN

Contractor will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required by Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

28. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

Contractor agrees to maintain the currency of its information in the federal government's System for Award Management ("SAM") until it receives final payment. Contractor agrees to maintain its DUNS number for the same duration.

29. ONLINE SEARCHABLE DATABASES

Contractor agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, Contractor agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration ("GSA").



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30. HUMAN TRAFFICKING

Contractor agrees to follow the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104) and ensure that it and none of its employees engage in server forms of trafficking in persons, procure commercial sex acts during the subaward term, used forced labor in the performance of your obligations under this Agreement. Contractor agrees to notify the City immediately once it has information from any source alleging a violation of this Section.

31. ASSIGNMENT

Contractor will not assign or transfer any interest in this Agreement without the prior written consent of the City.

32. INSURANCE

Contractor will comply with the insurance requirements set forth in **Exhibit C**.

33. BACKGROUND CHECKS

Contractor will comply with A.R.S. §§ 8-804, 36-594.01, 36-3008, 41-1964, and 46-141, as applicable, and the background check requirements set forth in **Exhibit E**.

34. NOTICES

34.1 Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Contractor:

Contractor Point of Contact
Contractor
Address
City, State Zip Code
Phone:
Email:

If to City:

Contractor Point of Contact
Contractor
Address
City, State Zip Code
Phone:



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Email:

34.2 Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed receive.

34.3 Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

35. CLAIMS OR DEMANDS AGAINST THE CITY:

35.1 Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

35.2 Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

36. CONTINUATION DURING DISPUTES

36.1 Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

36.2 Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

37. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND DISADVANTAGED BUSINESS ENTERPRISES

37.1 Pursuant to national and City policy to award a fair share of contracts to small and



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minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, Contractor will take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps must include the following:

- (1) Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- (2) Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- (3) When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- (4) Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
- (6) Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.
- (7) Include affirmative steps, one through six in any subcontract.

38. DEFAULT/REMEDIES

38.1 In the event of any default in or breach of this Agreement or any of its terms or conditions by either party hereto, such party will, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event such breach or default is remedied within thirty (30) days after receipt of such notice. In case such action to cure or remedy the default or breach is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of a breach of Agreement by the Contractor, the City, in addition to any other remedy,



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may immediately withhold payment of funds until such default is cured and/or may make direct payment to vendors.

38.2 Failure of the City to insist upon strict performance of any provision of this Agreement or to exercise any right or remedy to which the City is entitled hereunder will not constitute a waiver thereof and will not diminish the obligations under this Agreement. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be such and signed by both the City and Contractor.

39. FORCE MAJEURE

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City’s possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as “Force Majeure”).



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IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

MARCHELLE F. FRANKLIN
HUMAN SERVICES DIRECTOR

ATTEST:

City Clerk

APPROVED AS TO FORM:
Cris Meyer, City Attorney

By: _____
Assistant Chief Counsel

CONTRACTOR NAME
a State of Arizona, *type of business*

Signature

Printed Name

Title

Date



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**EXHIBIT A – SCOPE OF WORK
WORKPLACE READINESS SKILLS TRAINING**

1. BACKGROUND

WIOA is the federal law that governs the ARIZONA@WORK system and it is designed to integrate services to support businesses and job seekers through strategic cross-sector partnerships. It envisions connecting workforce, education, and economic development entities to ensure strategic leveraging of resources and optimum results. The Workforce Innovation and Opportunity Act (WIOA) was signed into law to help job seekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in a global economy.

The successful proposers will contract with the City of Phoenix, Human Services Department (HSD) Business and Workforce Development Division, which was selected by the Phoenix Business and Workforce Development Board (PBWDB) to provide adult, dislocated worker, and youth service programs as described in the Shared Local Governance Agreement. Additional information about the Phoenix Local Workforce Development Area, including the current PBWDB Strategic Plan, is posted at <https://arizonaatwork.com/locations/city-phoenix>.

The purpose of the Workplace Readiness Skills is to support delivery of innovative and comprehensive component to assist learners with analyzing strengths, weaknesses, and opportunities. It promotes conscientious behaviors, mutual respect, and conveys professionalism, which are all highly sought skills in the workforce.

2. OVERVIEW

The City of Phoenix (City) is seeking a qualified organization to provide a Workplace Readiness Skills training through the City’s WIOA Adult and Dislocated Worker Program to Adult learners residing in the Phoenix and adjacent areas. The City seeks an organization that can respond to the specific needs of the Adult learner, developing and/or enhancing their professional skills which are critical to success in the workforce.

Entities eligible to propose include for- and non-profit organizations, educational institutions, government entities, public agencies, and collaborations of these organizations, that include community-based organizations, faith-based organizations, and/or small businesses.



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The City seeks organizations that can use a skills development model that provides accountability to a job seeker for decision-making in her/his career path called, **SOAR**. This model is a series of employment readiness modules that rely on the job seeker to actively participate in identifying the skill sets necessary for employment and advancement for her/his occupational goal. SOAR is an acronym for: 1) Self-assessment; 2) Other assessment; 3) Active research; and 4) Redesign career plan. The job seeker identifies her/his current skills and compares them to the skills required by a current job opening.

3. OBJECTIVE

Contractor will develop and deliver the Workforce Readiness Skills SOAR Session - *Skills for Success in the Workplace*, of the SOAR curriculum. An overview of the remaining SOAR sessions included in **Attachment 1 – SOAR Overview**. The Skills for Success in the Workplace, SOAR Session curriculum must support and bridge all SOAR concepts.

The curriculum must be innovative in approach, including appropriate uses of multi-media and interactive activities for an audience of varied backgrounds, races, work histories, and ages (18 and older). The curriculum must also be adaptable to individuals with disabilities. The topics of instruction within the curriculum must reflect the Contractor's knowledge of professional behaviors that are high priority for employment success with today's employers.

4. SESSION LOGISTICS

SOAR sessions are held weekly, in-person or virtually depending on the public need and determined by City staff. In-person delivery will take place at a location determined by City staff. The Contractor will conduct no less than 42 SOAR Session Skills for Success in the Workplace sessions to a maximum of 48 SOAR Session - Skills for Success in the Workplace sessions each year. For weeks affected by City holidays, SOAR sessions will not be scheduled for that holiday week. Compensation will be rendered only for completed sessions or in the event a scheduled session results in zero attendees, 30 minutes after the scheduled start time.

In-Person Delivery

As indicated in **Attachment 2 – SOAR Hybrid Program Agenda**, the SOAR Session - Skills for Success in the Workplace sessions shall be conducted as scheduled by City staff from 8:30 a.m. to 4:30 p.m., with an hour allowance for lunch for a total of 7 hours of training. The average session attendance is 20 job seekers, with a maximum capacity of 24. Delivery locations and schedules are subject to



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change, and notification of said change shall be made by the City staff within 5 business days of the scheduled session.

The City or its subcontractor will provide a training room, tables, chairs, visual aids, flipchart, easel, media equipment and internet access. The Offeror will provide copies of all classroom materials and handouts. Although the proposed curriculum is not required to be computer-based, session attendees will have access to computers or laptops if needed. Offeror shall create and distribute all handouts to session attendees. Handouts must be 3-hole punched and, if applicable, be printed in color.

Virtual Delivery

When requested, Contractor shall provide the services outlined in this Scope of Work in a remote or virtual platform while maintaining the integrity of the session, program goals, and objectives. Virtual platforms include, but are not limited to: WebEx, Zoom, and Learning Management System.

The City will inform the Contractor of the number of attendees for the session. Each session size will not exceed 40 participants. The City will discuss any situations with the Contractor in the event there are more than 40 scheduled participants. Contractor will report actual attendance to the City trainers by the end of each week in which a session occurs. The attendance report template is attached hereto as **Attachment 3 – SOAR Attendance Roster Template**.

Contractor will provide all session materials and documents to the participants electronically. All forms will be in fillable format. To maintain participant engagement, instructional technologies must be used. Instructional technologies include but are not limited to providing pre-session questions to the participants, online quizzes, online interactive exercises.

LMS

- A. Contractor will provide and maintain a learning management system (LMS) that will allow for the delivery of education courses, trainings programs, or learning to City of Phoenix participants.
- B. Contractor will allow City of Phoenix participants access to LMS as needed, at no cost.
- C. Contractor will ensure that all sessions conducted via the LMS will be conducted seamless and with minimal errors for the participants.
- D. Contractor will maintain a course library (Library) in LMS to meet the course requirements for "Skills for Success in the Workplace." Contractor will use all reasonable efforts to maintain the Library and display its relevant content and coursework for access and use by the City participants.



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5. DELIVERABLES

City staff will provide a standardized evaluation form to be completed by all session attendees. The session attendee scores and comments will be used to evaluate the effectiveness of the session. The successful Offeror's session instructor(s) shall submit all completed evaluations to designated City staff at the conclusion of each daily session and/or session. City staff will review evaluations to determine quality of deliverables.

6. STANDARDS/MINIMUM QUALIFICATIONS

Offeror must have 3 years' experience providing soft-skills training and consulting services, including experience with at least one client for which the services were provided to trainees requiring accommodations for visual and hearing impairments. Offeror's proposed instructor(s) must have at least 1 year of experience leading soft-skills trainings.

7. CONTRACTOR'S RESPONSIBILITIES

The Contractor will:

- 7.1. Inform the City of vacancies of funded positions in writing within five business days of the vacancy;
- 7.2. Request clarification and/or technical assistance to resolve barriers to service in a timely manner;
- 7.3. Agree to share mutual client records with the City on an as needed basis.

8. CITY'S RESPONSIBILITIES

The City will:

- 8.1. Provide the Payment Request Form;
- 8.2. Perform fiscal and programmatic monitoring quarterly;
- 8.3. Conduct bi-annual budgetary and programmatic monitoring review;
- 8.4. Process payments upon receipt of complete and accurate reports and Payment Request Form;
- 8.5. Inform the Contractor of any concerns or potential changes in a timely manner.

9. REPORTING REQUIREMENTS

9.1. Contractor will submit a weekly payment request, supporting documentation, and program reports via email to: HSD Invoice mailbox, hsd.invoices@phoenix.gov, copying the designated support staff member as determined by City staff, for reimbursement no later than Friday following the week services were rendered.

- 9.1.1. Contract Payment Request Form (Invoice Approval)
- 9.1.2. Vendor Invoice
- 9.1.3. Session Roster



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- 9.2.** The Parties will work together to add, remove or revise reporting requirements for the purpose of improving access to services.



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EXHIBIT B – BID PRICE SCHEDULE

All or none bid price schedule and delivery schedule.

Note: Prices offered shall not include applicable state and local taxes the city will pay all applicable taxes. **For the purposes of determining the lowest cost, the City will not take tax into consideration.** Taxes must be listed as a separate item on all invoices. Price for each SOAR Session 3 workshop, both in-person and virtual, is all-inclusive.

Price per each (in-person) SOAR, Session 3 workshop: _____

Price per each (virtual) SOAR, Session 3 workshop: _____



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EXHIBIT C – INSURANCE REQUIREMENTS

1. CONTRACTOR’S INSURANCE

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement. Contractor must insure the equipment purchased under this Agreement in accordance with 2 CFR § 200.310.

The City in no way warrants that the limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

1.1 SCOPE AND LIMITS OF INSURANCE

Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

1.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must name the City of Phoenix and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Agreement.
- Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.



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- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

1.1.2. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

1.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Agreement, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(City of Phoenix Human Service Department, Attention: Procurement Section, 200 W. Washington St. 18th Floor, Phoenix, AZ 85003; hsdprocurement@phoenix.gov).**

1.3. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than A- VII. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.4. VERIFICATION OF COVERAGE: Contractor must furnish the City with



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certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement must be sent directly to **hsdprocurement@phoenix.gov**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

- 1.5. SUBCONTRACTORS:** Contractor's certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Agreement.
- 1.6. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract amendment.



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EXHIBIT D – CONTRACTOR’S CERTIFICATE OF INSURANCE

[attached on the following page.]



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EXHIBIT E – BACKGROUND SCREENING REQUIREMENTS

1. CONTRACTOR WORKER BACKGROUND SCREENING

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

1.7. Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

1.8. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

1.9. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

1.10. Continuing Duty; Audit: Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.



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2. BACKGROUND SCREENING – STANDARD RISK

2.1. The current risk level and background screening required is **STANDARD RISK LEVEL**.

2.2. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

2.3. **Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

2.4. **Contractor Certification; City Approval of Maximum Risk Background Screening:** Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.



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**EXHIBIT F - PY2020 WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
YOUTH, ADULT, AND DISLOCATED WORKER PROGRAMS TERMS AND
CONDITIONS**

[attached on the following page.]

PY 2020 Workforce Innovation and Opportunity Act (WIOA) Youth, Adult, and Dislocated Worker Programs

Terms and Conditions

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1. Order of Precedence

In the event of any inconsistency between the terms and conditions of this Notice of Award and other requirements, the following order of precedence shall apply:

- I. Workforce Innovation and Opportunity Act (Pub. L. 113-128).
- II. Other applicable Federal statutes.
- III. Further Consolidated Appropriations Act, 2020 (Pub. L. 116-94)
- IV. Implementing Regulations.
- V. Executive Orders.
- VI. OMB Guidance, including the Uniform Guidance at 2 CFR 200 and 2900.
- VII. DOL-ETA Directives.
- VIII. Terms and conditions of this award.

2. Notice of Award

The funds that are provided under this Notice of Award must be expended according to all applicable Federal statutes, regulations and policies, including those of the Workforce Innovation and Opportunity Act; the applicable approved State WIOA plan including approved modifications and amendments to the plan, and any waiver plan approved under WIOA Sec. 189(i)(3) or Workforce Flexibility (Workflex) plan approved under WIOA Sec. 190; the negotiated performance levels and policies established pursuant to the Secretary's authority under WIOA Section 116; and the applicable provisions in the appropriations act(s).

The funds shall be obligated and allocated via a Notice of Award (NOA) grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

3. Training and Employment Guidance Letter (TEGL) No. 16-19

Training and Employment Guidance Letter (TEGL) No. 16-19 and any amendments https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=8295 are hereby incorporated into this Grant Agreement. Award recipients are bound by the authorizations, restrictions, and requirements contained in the TEGL. Therefore, the expenditure of grant funds by the award recipient certifies that (your organization has read and will comply with all the parts that are contained in the Notice of Award (NOA).

4. Approved Budget

The award recipient's budget documents are attached in this Notice of Award. The documents are: 1) the SF-424, included as Attachment A. As the award recipient, your organization must confirm that all costs are allowable before creating any expenses. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR 200 or your grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

5. Federal Project Officer

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Jeffrey Patton

Telephone: 415-625-7945

E-mail: Patton.Jeffrey.D@dol.gov

The FPO is not authorized to change any of the terms or conditions of the award or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

6. Return of Funds

Effective October 1, 2017, the U.S. Department of Labor, Employment & Training Administration will no longer be accepting paper checks for any type of returned funds. All return of funds are to be submitted electronically through the Payment Management System (PMS) operated by the U.S. Department of Health and Human Resources via the same method as a drawdown.

If there are questions regarding the return of funds or your organization no longer has access to PMS, contact the U.S. Department of Labor/ETA Office of Financial Administration via email at: ETA-ARteam@dol.gov for further assistance.

7. Evaluation, Data, and Implementation

As the award recipient, your organization must cooperate during the implementation of a third-party evaluation. This means providing DOL or its authorized contractor with the appropriate data and access to program operating personnel and participants in a timely manner.

8. Resources and Information

Additional resources and information to assist you are located on the ETA website at <https://www.doleta.gov/grants/resources.cfm> and on the Grants Application and Management collection page located on WorkforceGPS.org at <https://grantsapplicationandmanagement.workforcegps.org/>. These sites contains information about the Uniform Guidance, grant terms and conditions, financial reporting, indirect costs, recipient training resources, and other relevant information.

9. Cost Limitation Restrictions

a. Administrative Costs

Under the Workforce Innovation and Opportunity Act, administrative costs are defined and discussed in 20 CFR 683.215. There is a 10 percent limitation on administrative costs on funds that are awarded under this grant. Under no circumstances may the administrative costs exceed this limit. Award recipients will be evaluated based on their compliance to the limits of the administrative costs during close out. Any amounts that exceeds this limitation will be disallowed and subject to debt collection.

b. Budget Flexibility

Federal recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer.

As directed in 2 CFR 200.308(e), for programs where the Federal share is over the simplified acquisition threshold (currently \$250,000), the transfer of funds among direct cost categories or programs, functions and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF424(a) do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget as noted above. It is recommended that your assigned FPO review any within-line changes to your budget prior to implementation to ensure they do not require a modification. For programs where the Federal share is below the simplified acquisition threshold, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories. This includes transferring direct costs to the indirect cost category contained on the SF424 (a).

c. Consultants

For the purposes of this award, the ETA Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$710 per day (representing an eight hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

d. Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.474. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a US Flag air carrier if service provided by such carrier is available.

e. Travel – Foreign

Funds that are awarded and authorized to carry out an activity under WIOA subtitle B cannot be used for foreign travel.

f. Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.474(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. The 2020 mileage reimbursement rates are:

Modes of Transportation	Effective/Applicability Date	Rate per mile
Privately owned automobile	January 1, 2020	\$0.575
Privately owned motorcycle	January 1, 2020	\$0.545

Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

g. WIOA Infrastructure

WIOA sec. 121(b)(1)(B) and 20 CFR 678.400 require the following programs to be One-Stop partners: A. WIOA title I programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; YouthBuild; Native American programs; National Farmworker Jobs Program (NFJP); B. Wagner-Peyser Act Employment Service (ES) program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA title III; C. Senior Community Service Employment Program (SCSEP) authorized under title V of the Older Americans Act of 1965; D. Trade Adjustment Assistance (TAA) activities authorized under chapter 2 of title II of the Trade Act of 1974; E. Unemployment Compensation (UC) programs; F. Jobs for Veterans State Grants (JVSG) programs authorized under chapter 41 of title 38, U.S.C.; and G. Reentry Employment Opportunities (REO) programs (formerly known as Reintegration of Ex-Offenders Program (RExO) awarded prior to January 1, 2019 which were authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532).

With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760. While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in TEGL 17-16. The sharing and allocation of infrastructure costs between One-Stop partners is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and DOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements.

10. Administrative Requirements

a. Assurances and Certifications

The signed SF-424, Application for Federal Assistance, has been included as an attachment to this grant. The individual that signed the SF-424 on behalf of the applicant is considered the Authorized Representative of the applicant. As stated in block 21 of the SF-424 form, the signature of the Authorized Representative on the SF-424 certifies that the organization is in compliance with the Assurances and Certifications form SF-424B (available at <http://apply07.grants.gov/apply/forms/sample/SF424B-V1.1.pdf>). ***You do not need to submit the SF-424B form separately.***

b. Audits

Organization-wide or program-specific audits shall be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance which apply to audits for fiscal years beginning on or after December 26, 2014. DOL awards recipients including for-profit and foreign entities that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. For-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200.

c. Changes in Micro-purchase and Simplified Acquisition Thresholds

The Office of Management and Budget memorandum (M-18-18), issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000. Please note that these two threshold increases were effective for all Employment and Training (ETA) grantees as of October 1, 2018. All ETA grantees should carefully review the above-referenced memorandum and make any necessary updates to their financial and administrative policies, procedures and systems as a result of these threshold increases.

d. Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the ETA. As the award recipient, your organization will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin once the grant ends. The information concerning the recipient's responsibilities at closeout may be found at 2 CFR 200.343. During the closeout process, the grantee must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the documentation that is required is a Negotiated Indirect Cost Rate Agreement or Cost Allocation Plan issued by the grantee's Federal cognizant agency. Documentation for those approved to utilize a de minimis rate for indirect costs is demonstrated through the grant agreement. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection. The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the grant period (2 CFR 2900.15).

e. Equipment

The requirement that grant recipients obtain prior approval from the Federal Grantor agency for all purchases of equipment (as described in 2 CFR 200.439) is waived in accordance with 2 CFR 200.308(c)(4) and 20 CFR Part 683.200, and approval authority is delegated to the Governor. Notwithstanding this waiver, the Grantor reserves the right to reimpose the requirement of prior approval by the Grantor, after providing advance notice to the State (Grantee).

f. Federal Funding Accountability and Transparency Act (FFATA)

1. Reporting of first-tier subawards.

- I. *Applicability.* Unless your organization is exempt as provided in paragraph [4.] of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
- II. *Where and when to report.*
 - I. You must report each obligating action described in paragraph [1.i.] of this award term to <https://www.fsrs.gov>.
 - II. For subaward information, you must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- III. *What to report.* You must report the information about each obligating action that the submission instructions posted at <https://www.fsrs.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- I. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - I. the total Federal funding authorized to date under this award is \$25,000 or more;
 - II. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- II. *Where and when to report.* You must report executive total compensation described in paragraph [2.a.] of this award term:
 - a. As part of your registration profile at <http://www.sam.gov>.

- b. By the end of the month following the month in which this award is made, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.
 - I. *Applicability and what to report.* Unless you are exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - I. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - II. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
 - II. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph [3.a] of this award term:
 - I. To the recipient.
 - II. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- 4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
- 5. Definitions.

For purposes of this award term:

 - a. *Entity* means all of the following, as defined in 2 CFR part 25:
 - I. A Governmental organization, which is a State, local government, or Indian tribe;
 - II. A foreign public entity;
 - III. A domestic or foreign nonprofit organization;
 - IV. A domestic or foreign for-profit organization;
 - V. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- b. *Executive* means officers, managing partners, or any other employees in management positions.
- c. *Subaward*:
 - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - II. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
 - III. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- d. *Subrecipient* means an entity that:
 - I. Receives a subaward from you (the recipient) under this award; and
 - II. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - I. *Salary and bonus*.
 - II. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - III. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - IV. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - V. *Above-market earnings on deferred compensation which is not tax-qualified*.
 - VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

g. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping. If revenues are generated by selling products developed with grant funds, including intellectual

property, these revenues are considered as program income. Therefore, program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

If applicable, the following needs to be on all products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor’s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

h. Pay for Performance Contract Strategies

Pay for Performance (PFP) contract strategies seek to maximize the likelihood that the Federal government pays only for services that are demonstrably effective, and secures performance results at a lower cost. The Workforce Innovation and Opportunity Act (WIOA) has authorized PFP as a discretionary activity in WIOA Title I Adult, Dislocated Worker, and Youth programs:

WIOA, Public Law No. 113-128, enacted July 22, 2015, available at <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>, Sections 3(47); 116(d)(2)(K), which references 116(b)(2)(A); 116(d)(6)(D); 116(h); 128(b); 133(b); 129(c)(2); 134(a)(3)(A)(xiv), which references 134(d)(1)(A)(iii); 134(c)(3) and 134(c)(3)(G)(ii)(VI) specifically; and 189(g)(2)(D)

A state may request no more than 10 percent of the total local adult and dislocated worker allocations be reserved and used on the implementation of WIOA PFP contract strategies for adult training services described in sec. 134(c)(3) of WIOA. No more than 10 percent of the local youth allocation can be reserved and used on the implementation of WIOA PFP contract strategies for youth training services and other activities described in sec. 129(c)(2) of WIOA. Section 189(g)(2)(D) of WIOA authorizes funds used for WIOA PFP contract strategies are available until expended.

A forthcoming Training and Employment Guidance Letter (TEGL) will provide information and procedural requirements on the implementation of PFP Contract Strategies using the WIOA formula funding streams. After the PFP TEGL is published, this grant will be modified to incorporate the PFP Federal Award Terms, which would become effective when a state has received approval of a grant modification request to implement PFP.

i. PY 2019 Administrative Costs Limits (WIOA Title I Only)

Notwithstanding WIOA section 128(b)(4), for PY 2019, not more than 20 percent of the total amount allocated to a local area may be used for the administrative costs of carrying out local workforce investment activities under WIOA Chapter 2 (Youth Workforce Investment Activities) and Chapter 3 (Adult and Dislocated Worker Employment and Training Activities), if the portion

of the total amount of administrative costs that exceeds 10 percent of the total amount allocated is used to respond to a qualifying emergency.

j. PY 2019 Rapid Response Activities (WIOA Title I Only)

The funds reserved by a Governor for PY 2019 for statewide activities under WIOA 128(a) that remain unobligated may be used for statewide rapid response activities as described in WIOA 134(a)(2)(A) for responding to a qualifying emergency.

k. Personally Identifiable Information

Award recipients must recognize and safeguard personally identifiable information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

l. Pre-Award

All costs incurred by the award recipient prior to the start date specified in the award issued by the Department are ***incurred at the recipient's own expense***.

m. Procurement

The Uniform Guidance (2 CFR 200.317) require States (as defined at 2 CFR 200.90) to follow the same procurement policies and procedures it uses for non-Federal funds. The state will comply with 200.322 Procurement of recovered *materials* and ensure that every purchase orders or other contract includes any clauses required by section 200.326 Contract provisions. Award recipients must also follow the requirements regarding the competitive award of One-Stop Operators in the Workforce Innovation and Opportunity Act at WIOA Sec. 121(d) and sec. 123.

n. Program Income

The "Addition" method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. Award recipients must expend all program income prior to drawing down additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to the ETA. In addition, recipients must report program income on the quarterly financial report using ETA-9130 form.

o. Publicity

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation,

appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

p. Recipient Integrity and Performance Matters

1. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which you must report. Submit the information required about each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent 5-year period; and
 - c. Is one of the following:
 - I. A criminal proceeding that resulted in a conviction, as defined in paragraph 5. of this award term
 - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - III. An administrative proceeding, as defined in paragraph 5. of this award term, that resulted in a finding of fault and liability and your payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
 - IV. Any other criminal, civil, or administrative proceeding if:
 - (A) It could have led to an outcome described in paragraph 2.c.I, II, or III of this award term;
 - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting procedures. Enter in SAM Entity Management area (formerly CCR), or any successor system, the FAPIS information that SAM requires about each proceeding described in paragraph 2. of this award term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM (formerly CCR) because you were required to do so under Federal procurement contracts that you were awarded.

4. **Reporting frequency.** During any period of time when you are subject to the requirement in paragraph 1. of this award term, you must report FAPIIS information through SAM no less frequently than semiannually following your initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report.
5. **Definitions.** For purposes of this award term:
 - a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
 - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —
 - I. Only the Federal share of the funding under any award with a recipient cost share or match; and
 - II. The value of all options, even if not yet exercised.

q. Reports

All ETA recipients are required to submit quarterly financial and narrative progress reports for each grant award.

- a. **Quarterly Financial Reports.** All ETA recipients are required to report quarterly financial data on the ETA-9130 Form. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 45 calendar days after the quarter ends and the closeout 9130 report must be submitted no later than 90 calendar days after the grant period of performance ends. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 20-19 and https://www.doleta.gov/grants/pdf/ETA-9130_Financial_Reporting_Resources.pdf.

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this NOA.

r. Requirements for Conference and Conference Space

Conferences sponsored in whole or in part by the award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. Recipients are urged to use discretion and good judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements

and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

s. Subawards

A *subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient comply with all applicable regulations and the terms and conditions of this award (2 CFR 200.101(b)(1)).

t. Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the grant.

u. System for Award Management

1. Requirement for System of Award Management (SAM)

Unless you are exempt from this requirement under 2 CFR 25.110, you as the award recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for unique entity identifier

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (*see* definition in paragraph [3] of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions

For purposes of this award term:

- i. *System of Award Management (SAM)* is the Federal repository where award recipients register to do business with the U.S. government. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
- ii. *Unique entity identifier* means the code that is unique to a registered entity in order to complete its registration on SAM.
- iii. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian Tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. *Subaward*:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

v. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

v. SAM Registration Validation

ETA advises grant recipients registered in SAM to log into SAM and review their registration information, particularly their financial information and points of contact. Further, the DUN and EIN numbers must remain active until the grant award closeout process is fully completed. See TEN 18-17 for additional guidance.

w. Vendor/Contractor

The term “contractor”, sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program. (2 CFR 200.23) These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractors for goods and services, DOL ETA recipients and subrecipients must follow the procurement requirements 2 CFR 200.319, which calls for free and open competition.

x. Whistleblower Protection

This grant and employees working on this grant are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 CFR 3.908; note that for the purpose of this term and condition, use of the term "contract," "contractor," "subcontract," or "subcontractor" in section 3.908 should be read as "grant," "grantee," "subgrant," or "subgrantee"). The recipient shall insert the substance of this clause in all subgrants and contracts over the simplified acquisition threshold.

11. Program Requirements

Training and Employment Guidance Letter (TEGL) No. 16-19 outlines the program requirements for this award.

12. Fiscal Year (FY) 2020 Federal Appropriations Requirements

a. Fair Labor Standards Act Amendment for Major Disasters

Pursuant to P.L. 116-94, Division A, Title I, Section 108, the Fair Labor Standards Act of 1938 (“FLSA”) will apply as if the following language was added to section 7 (the “Maximum Hours” section). This language specifically relates to occurrences of a major disaster (as declared or designated by the State or Federal government) and are applied for a period of two years afterwards. The language is as follows:

“(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—

“(A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;

“(B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and

“(C) whose duties include any of the following:

“(i) interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;

“(ii) inspecting property damage or reviewing factual information to prepare damage estimates;

“(iii) evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;

“(iv) negotiating settlements; or

“(v) making recommendations regarding litigation.

“(2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].

“(3) For purposes of this subsection—

“(A) the term ‘major disaster’ means any disaster or catastrophe declared or designated by any State or Federal agency or department;

“(B) the term ‘employee employed to adjust or evaluate claims resulting from or relating to such major disaster’ means an individual who timely secured or secures a license required by applicable law to engage in and perform the activities described in clauses (i) through (v) of paragraph (1)(C) relating to a major disaster, and is employed by an employer that maintains worker compensation insurance coverage or protection for its employees, if required by applicable law, and withholds applicable Federal, State, and local income and payroll taxes from the wages, salaries and any benefits of such employees; and

“(C) the term ‘affiliate’ means a company that, by reason of ownership or control of 25 percent or more of the outstanding shares of any class of voting securities of one or more companies, directly or indirectly, controls, is controlled by, or is under common control with, another company.”

b. Health Benefits Coverage for Contraceptives

Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to P.L. 116-94, Division A, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 20, 2019. DOL has identified these goods and services here: <http://www.dol.gov/ilab/reports/child-labor/list-of-products>.

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to P.L. 116-94, Division A, Title V, Section 521, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to P.L. 116-94, Division A, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to P.L. 116-94, Division A, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

The requirements of this part are separate from those in the 2 CFR part 200 and, when applicable, both must be complied with.

k. Restriction on Health Benefits Coverage for Abortions

Pursuant to P.L. 116-94, Division A, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

l. Restriction on Lobbying/Advocacy

Pursuant to P.L. 116-94, Division A, Title V, Section 503, no federal funds may be used by a grant recipient, other than for normal and recognized executive-legislative relationships, to engage in lobbying or advocacy activities (including, for publicity or propaganda purposes, the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation) designed to support or defeat the enactment of federal, state, or local legislation, regulation, appropriations, order, or other administrative action, except in presentation to Congress or a State or local legislature itself or for participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

m. Restriction on the Promotion of Drug Legalization

Pursuant to P.L. 116-94, Division A, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

n. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to P.L. 116-94, Division A, Title V, Section 527, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

o. Salary and Bonus Limitations

Pursuant to P.L. 116-94, Division A, Title I, Section 105, recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2020/executive-senior-level>). The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262.

13. Public Policy

a. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards

issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

b. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The award recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

c. Executive Orders

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

13788: Pursuant to Executive Order 13788, by drawing down funds, the recipient agrees to comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro-purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

d. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

e. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

f. Prohibition on Trafficking in Persons

1. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

I. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- (A). Associated with performance under this award; or
- (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

II. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
- (B). Is in addition to all other remedies for noncompliance that are available to us under this award.

III. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.* For purposes of this award term:

I. “Employee” means either:

- (A). An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- (B). Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. "Private entity":

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

g. Veterans' Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with the DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

14. Attachments

Attachment A: SF-424



SECTION II – PROFESSIONAL SERVICES DRAFT AGREEMENT

CITY OF PHOENIX

ATTACHMENT 1 – SOAR OVERVIEW

Self-Awareness and Personal Development Session

- Coping with job loss – Review coping techniques & Personal awareness
- Resources- Identifying ways to reduce expenses and helpful community resources
- Career Self-Assessment – Discuss jobs versus careers and evaluate job satisfaction
- Assessments – Holland Interest Theory to assess **Interests**, Jung Typology Test to assess **Personality Preferences**, Identify transferable **Skills** and match them to the world of work, Evaluate core **Values** to assist overall career satisfaction.

Thriving in the 21st Century Workforce Session

- Workforce Trends – Career myths, green jobs, changing work paradigms
- Career exploration and Industry Research – Using the World of Work map to research careers according to assessment results. Utilizing additional resources to complete occupational and company research.
- Research Resources include: Informational Interviewing, Social Networking, Job Shadow, Community Involvement, Internet Research
- Career goal setting – Encourage participants to develop short term and long term goals including a plan of action and timeline.
- Research potential employers and complete Employee Suitability Profile (ESP)

Skills for Success Session

- Communication
- Enthusiasm & Attitude
- Teamwork
- Problem Solving & Critical Thinking
- Professionalism

Creating and Implementing a Successful Job Search Plan Session

- Building a personal brand/Branding Statement – marketing yourself as a potential employee
- Resume development & Resume selection activity- Using the ESP to show how to match to the job disc.
- 5 steps to get started on your resume
- Master Employment History
- Networking/Social Media

Interviewing, LinkedIn & Long-Term Career Management Session

- Interviewing techniques – Proper attire, handshake, successful responses to interview questions
- Interview types and successful techniques – Reviewing Traditional, Functional, Behavioral and Tricky
- Welcome to LinkedIn- What it is, why it's important, and how it can be used as an effective job search tool
- Continuing career development – Discuss the importance of professional development.



SECTION II – PROFESSIONAL SERVICES DRAFT AGREEMENT

CITY OF PHOENIX

**ATTACHMENT 2 – SOAR HYBRID PROGRAM AGENDA
IN-PERSON PROGRAM AGENDA**



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:30 – 11:00	8:30 – 11:00	9:00 – 11:00	9:00 – 11:00	9:00 – 11:00
In Person Welcome & Introduction of Program -Icebreaker Self-Reflection (internal) -Self-care and resources during unemployment and/or career transition -Goal setting activity and discussion	In Person Where do I fit? (external) -Trends -Occupational Research Intro -Career Pathways	In Person Skills for Success in the Workplace (TO BE PROPOSED BY CONTRACTOR)	Virtual Create a Winning Resume	Virtual Interview Skills for Success
11:30 – 12:30 LUNCH	11:30 – 12:30 LUNCH	11:30 – 12:30 LUNCH	11:30 – 12:30 LUNCH	11:30 – 12:30 LUNCH
12:30 – 4:30	12:30 – 4:30	12:30 – 4:30	12:30 – 4:30	12:30 – 4:30
In Person -Complete Assessments	In Person Optional Open Lab -Questions -Follow-up -Support	In Person Skills for Success in the Workplace (TO BE PROPOSED BY CONTRACTOR)	Virtual Self-paced Module Coursework	In Person Optional Open Lab -Questions -Follow-up -Support



SECTION II – PROFESSIONAL SERVICES DRAFT AGREEMENT

CITY OF PHOENIX

VIRTUAL PROGRAM AGENDA



MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
8:30 – 11:00	8:30 – 11:00	9:00 – 11:00	9:00 – 11:00	9:00 – 11:00
In Person Welcome & Introduction of Program -Icebreaker Self-Reflection (internal) -Self-care and resources during unemployment and/or career transition -Goal setting activity and discussion	In Person Where do I fit? (external) -Trends -Occupational Research Intro -Career Pathways	Virtual (until Phase 3) Skills for Success in the Workplace (TO BE PROPOSED BY CONTRACTOR)	Virtual Create a Winning Resume	Virtual Interview Skills for Success
11:30 – 12:30 LUNCH	11:30 – 12:30 LUNCH	11:30 – 12:30 LUNCH	11:30 – 12:30 LUNCH	11:30 – 12:30 LUNCH
12:30 – 4:30	12:30 – 4:30	12:30 – 4:30	12:30 – 4:30	12:30 – 4:30
In Person -Complete Assessments	In Person Optional Open Lab -Questions -Follow-up -Support	Virtual Self-paced Module Coursework <i>Optional</i> Virtual LinkedIn Workshop Invitation to public workshop (keep in the 1pm-3pm timeslot)	Virtual Self-paced Module Coursework	In Person Optional Open Lab -Questions -Follow-up -Support



SECTION II – PROFESSIONAL SERVICES DRAFT AGREEMENT

CITY OF PHOENIX

ATTACHMENT 3 – SOAR ATTENDANCE ROSTER TEMPLATE



	INSTRUCTOR NAME	ATTENDEE NAME	ATTENDEE EMAIL	ATTENDEE PHONE #	TIME JOINED SESSION	TIME LEFT SESSION	COMMENTS
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							



SECTION III – SUBMITTALS

CITY OF PHOENIX

SECTION III – SUBMITTALS

AFFIDAVIT

The undersigned Offeror hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Offeror further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Offeror.

The undersigned Offeror acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on Offeror's submitted information and the representation that Offeror has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Offeror.
3. Offeror has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Offeror errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by Offeror in connection with this proposal shall be borne solely by Offeror. Under no circumstances shall the City be responsible for any costs associated with Offeror's proposal or the RFP process.
9. Offeror has not in any manner, directly or indirectly, conspired with any person or



SECTION III – SUBMITTALS

CITY OF PHOENIX

party to unfairly compete or compromise the competitive nature of the RFP process.

10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

11. To the best of the Offeror's knowledge, the information provided in its proposal is true and correct and neither the undersigned Offeror nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

12. COPIES

12.1 Please submit one (1) original of the Submittal Section and all other required documentation via email.

12.2 Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

12.3 Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email. Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit and your email cannot be sent. The City's e-mail server size limit to receive e-mails is 150MB.

13. HOW TO SUBMIT ELECTRONICALLY

Step 1: Put together your proposal documents in PDF format. Submit each tabbed section in its own PDF file as outlined in Section 15 below.

Step 2: Enter hsdprocurement@phoenix.gov in the "To" field.

Step 3: Enter the Solicitation Title and Number and your company name in the "Subject" field

Step 4: Include in the body of the email that you are submitting in response to the identified solicitation.

Step 5: Attach all applicable documents for your submission.

Step 6: Click "Send." Once submitted, the submission will be deemed a complete submission.



SECTION III – SUBMITTALS

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14. EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Competitive Sealed Proposal(s), awards shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous to the City based upon the evaluation criteria and the number of proposals received in each component area. The evaluation criteria are listed below along with the possible points assigned to each. Additional information for each criterion is provided below.

14.1 Soft-Skills Training Curriculum	250 Points
14.2 Service Methodology	250 Points
14.3 Qualifications and Experience of Key Personnel	200 points
14.4 Bid Price Schedule	200 Points
14.5 Organizational Capacity	<u>100 Points</u>
TOTAL AVAILABLE POINTS	1,000 points

15. PROPOSAL SUBMITTAL FORMAT

The electronic offer should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents with the following major sections in separate PDF documents labeled accordingly:

Tab 1	General Information
Tab 2	Service Methodology
Tab 3	Cost and Fiscal Ability
Tab 4	Organizational Capacity
Tab 5	Implementation Plan
Tab 6	Strategies to Address Homelessness Plan Alignment
Tab 7	Other Required Submittals
Tab 8	Signed Addenda
Tab 9	Optional Additional Information; i.e. brochures company information, etc.

16. PROPOSAL SUBMITTAL CONTENT

The proposal shall include the following information and must be submitted in the following sequence:

16.1 Tab 1 – General Information

In this Section, Offeror shall provide following information:



SECTION III – SUBMITTALS

CITY OF PHOENIX

- Full company name, address, phone number, and the name and email address of your contact person for the proposal. Do not include additional information.
- Certificate, copy of web-page, or other documentation from the Secretary of State in which your firm is incorporated that shows your firm's legal name as a company.

16.2 Tab 2 – Soft-Skills Training Curriculum (0-250 points)

In this Section, Offeror shall provide the following:

Question 1

Provide and fully describe proposed curriculum, including course syllabus and lesson plan for SOAR Session (Skills for Success in the Workplace).

16.3 Tab 3 – Service Methodology (0-250 points)

In this Section, Offeror shall provide a narrative response that addresses the following key points:

Question 2

Provide a description of the service the Offeror proposes to provide as defined in the respective Scope of Work in this solicitation. Include who will be responsible for performing the requirements as described in the Scope of Work and how it will be performed. Included in the description should be Offeror's overall approval to the Scope of Work.

Question 3

Provide a description of how research-based evidence will be supported in the development of the proposed Soft-Skills Training Curriculum.

Question 4

Provide a description of how performance will be measured and monitored. Possible measures might include timeliness of service delivery; rates at which participants are connected to employment opportunities; participant satisfaction with services; basic workload measures; and staff communication regarding the service delivery to partnering providers.

Question 5

Provide a description of the adaptability, scalability and flexibility of Offeror's proposed Soft-Skills Training Curriculum.

Question 6

Provide a description of the Offeror's capacity to provide the Soft-Skills Training



SECTION III – SUBMITTALS

CITY OF PHOENIX

Curriculum in a virtual format.

16.4 Tab 4 – Qualifications and Experience of Key Personnel (0-200 points)

In this Section, Offeror shall provide the following:

Question 7

Submit a current organizational chart that indicates specific position titles and sets forth lines of authority, responsibility, and communication in accordance with policies established by the governing body or management. The chart should accurately reflect the existing positions performing the proposed service and any new positions the Offeror is proposing specific to this solicitation.

Question 8

Submit a current job description for each key position delivering service described in the Scope of Work. Job Description(s) should include at a minimum:

- Job Title
- Minimum qualifications for education, training, and experience
- Duties and responsibilities
- Resumes for position which are filled

Question 9

Submit resumes for positions which are filled. Each resume should outline the following, at a minimum:

- Number of years and type of experience-leading soft-skills training workshops
- Number of years and type of experience leading soft-skills training workshops in Maricopa County
- Education and training in areas of expertise related to leading soft-skills training
- Professional affiliations or certifications related to leading soft-skills training

Question 10

Describe how front-line staff will be supervised and supported in their roles. Include the reporting relationship and level of expertise of the supervisor, and method and frequency of communication.

16.5 Tab 5 – Bid Price Schedule (0-200 points)

In this Section, Offeror shall provide the following:

Question 11

Offeror must complete and submit **Attachment A – Bid Price Schedule**. **NOTE: The proposed price should not include taxes.** The City will pay all applicable



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taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices.

Question 12

Complete and submit **Attachment B – Fiscal Ability Questionnaire**.

16.6 Tab 6 – Organizational Capacity (0-100 points)

In this Section, Offeror shall provide a narrative response that addresses the following key points:

Question 13

Submit a brief summary of your organization, including the Mission Statement and experience in providing the proposed service. Include the number of years in providing the proposed service as it relates to the requirements in the Scope of Work for which the Offeror is proposing.

Question 14

Describe outcomes achieved serving the specific population outlined in this solicitation.

Question 15

Describe the Offeror's infrastructure and experience managing federal and local grants.

16.7 Tab 7 – Other Required Submittals

In this Section, Offeror shall complete, sign where applicable, and submit the following documents:

- a) Signed Signature page (page 59)
- b) Attachment C – Payment Terms & Options
- c) Attachment D – Signed Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- d) Attachment E – Signed Confidential Information Form
- e) Attachment F – References
- f) Attachment G – Signed Offer Form
- g) Attachment H - Signed Solicitation Conflict & Transparency Disclosure Form
- h) Attachment I – Signed Affidavit of Lawful Presence
- i) Attachment J – Signed SF424B Assurances – Non-Construction Programs

16.8 Tab 8 – Signed Addenda

In this Section, Offeror must acknowledge receipt of all solicitation addenda by signing and submitting the entire addenda with the proposal.



SECTION III – SUBMITTALS

CITY OF PHOENIX

Signature(s)

Offeror's Contracting Entity (Legal Name¹): _____
¹The successful Offeror must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____
**Proposal must be signed by an individual authorized to contractually bind the Offeror.*

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and email Address: _____

Signature: _____
**Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*