Exhibit A SCOPE OF WORK

Contractor will provide the following services, as directed by City staff on behalf of the Phoenix Business and Workforce Development Board (Board). Specifically, Contractor will provide services as the One-Stop Operator for the ARIZONA@WORK City of Phoenix in compliance with all applicable federal, state, City, and Board laws and regulations, including the Workforce Innovation and Opportunity Act (WIOA). This Contract is governed by Catalog of Federal Domestic Assistance (CFDA) Numbers 17.258 (Adult), 17.259 (Youth), and 17.278 (Dislocated Worker).

Additional services related to this Scope of Work may be added upon mutual agreement of the City and Contractor.

A. SCHEDULE

Contractor will implement a transition plan, as approved in writing by the City, starting June 1, 2021 to begin training staff members who will be providing services under this Contract. Contractor is responsible for having all required staff hired, trained, fingerprinted, and ready to provide services on July 1, 2021.

B. STAFFING

- 1. Contractor's proposed staffing plan is included in **Exhibit B**. Contractor will consistently maintain a professional working environment and provide adequate staff of sufficient qualifications and experience to effectively perform the services. Preferred characteristics include staff who:
 - a. Make customer satisfaction and service a priority and interact with customers and system partners in a positive manner;
 - b. Can quickly adapt to changes in service delivery;
 - c. Build rapport and maintain effective relationships with partners through consistent and clear communication; and
 - d. Are sensitive to the unique needs of individuals with disabilities and prepared to provide necessary accommodations.
- Contractor will provide Board staff a copy of Contractor's training plan for new staff dedicated to this Contract, to include the name and description of the training modules, frequency of training, and length of time for completion. Updates to this training plan must be provided to Board staff within 10 business days on implementation.
- 3. Contractor's staff must complete any City and/or ADES required trainings deemed necessary by Board staff to meet contract performance.
- 4. Position Descriptions and Requirements

- a. The Project Director will work with all team members to perform this Scope of Work. Position Requirements: Bachelor's degree in business, management, social work, or related field. Two years' supervisory experience, knowledge of WIOA programming, and experience working with target populations. Satisfactory equivalent of education and experience. Ability to motivate and work well with people. Knowledgeable about resources throughout the area. Strong communicator and organizer. Computer literacy including Microsoft Office and ability to learn other systems and software required. Bilingual or experience with Spanish-speaking clients preferred.
- b. The QA Specialist will conduct samples and full reviews of actions documented in the Contractor's data systems used to track performance. Position Requirements: Bachelor's degree in related field, master's degree preferred. Five years' related experience. Excellent communication and interpersonal skills. Strong management and organizational skills. Ability to work with culturally diverse populations. Ability to work across all levels of management and staff. Proficiency in Microsoft Office Suite, especially Word and Excel.
- c. The Customer Service Supervisor will coordinate the three system functions of Welcome, Skills Development, and Employment by operating each center as a true, integrated cooperative. Position Requirements: Experience in customer service, demonstrated leadership skills. Ability to communicate both verbally and in writing. Attention to detail, professionalism, and multi-tasking. Bilingual or experience with Spanish-speaking clients preferred.
- d. Customer Service Coordinators will assist each customer with an initial needs assessment and referral to partners that can provide needed services. Position Requirements: High school diploma required and previous experience working in an office environment preferred. Excellent communication and computer skills with the ability to adapt within a diverse customer base and evolve with a changing industry landscape. Experience working with target populations. Bilingual or experience with Spanish-speaking clients preferred.

C. DEFINITIONS AND REFERENCES

a. <u>Definitions</u>

- <u>Arizona Job Connection (AJC)</u> <u>AJC</u> is the required statewide participant tracking and data collection system for recording and reporting services provided to job seeking and employer customers. AJC also provides a labor exchange function where job seekers and employers can connect with each other.
- 2) <u>Arizona Management System (AMS)</u> AMS is an intentional, results-driven approach where every employee reflects daily on performance, reduces

waste, and commits to continuous improvement with sustainable progress.

- 3) <u>ARIZONA@WORK City of Phoenix</u> ARIZONA@WORK is the statewide brand for all publicly-funded workforce programs under the authority of the U.S. Department of Labor (DOL), with a designation added for each local workforce development area. This is the designation for the City's local workforce development area.
- 4) <u>ARIZONA@WORK City of Phoenix Network</u> All comprehensive, affiliate and specialized centers within the City of Phoenix Local Workforce Development Area. A complete list of affiliate and specialized centers will be maintained and continuously updated in the Operations Manual.
- 5) <u>Client Referral System (CRS)</u> Web-based platform used for tracking customer referrals for services between system partners.
- 6) Integrated Service Delivery (ISD) as defined in U.S. Department of Labor and <u>Training Administrative Guidance letter (TEGL) 16-16</u> – Service integration focuses on serving all customers seamlessly (including targeted populations) by providing a full range of services staffed by relevant functional teams consistent with the purpose, scope, and requirements of each program. This is accomplished through the integration of case management, the coordination of program activities and services, the sharing of information and participant data.
- 7) <u>Memorandum of Understanding (MOU)</u> Agreement negotiated and executed between ARIZONA@WORK City of Phoenix one-stop partners and the Board relating to the operation of the one-stop delivery system in the local area.
- Operations Manual The Operations Manual is intended to guide all service delivery staff at the comprehensive job centers and is posted on the <u>ARIZONA@WORK City of Phoenix Webpage</u>.
- 9) <u>Program Year</u> July 1-June 30
- 10) <u>Targeted Populations</u> Individuals with barriers to employment, including displaced homemakers; low-income individuals; persons with disabilities; older workers; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; English Language Learners; low literacy levels; or those who face substantial cultural barriers; Temporary Assistance for Needy Families (TANF); single parents (including pregnant women); and long-term unemployed individuals.
- 11) <u>System Partner</u> An entity that: 1) provides, via an MOU with the Board and other WIOA Partners, a shared client base across the multiple programs and has access to information and services that lead to positive educational and

employment outcomes through the one-stop delivery system, and 2) works collaboratively with the state and local workforce boards to establish and maintain the one-stop delivery system. ARIZONA@WORK City of Phoenix System Partners include: CORE Partners Programs; Title I: Adult, Dislocated Worker, and Youth; Native American programs, Job Corps, and Youth Build; Title II: Adult Education and Literacy, Title III: Wagner-Peyser, and Title IV: Vocational Rehabilitation. Required Partners are: Senior Community Service Employment Program, Career and Technical Education Program, Trade Adjustment Assistance, Jobs for Veterans State Grants, Community Service Block Grant, Housing and Urban Development, and Programs under Unemployment Insurance Compensation.

- 12) <u>Training Provider</u> A training entity or school that is eligible to receive WIOA Title IB funds to train eligible adults, dislocated workers and youth.
- 13) <u>Virtual One Stop (VOS) Greeter</u> A lobby management tool that streamlines workflow by allowing visitors to the comprehensive job centers to use a touchscreen kiosk to enter the services they wish to receive and schedule time with a staff member. This tool provides detailed reports on wait times and reasons individuals visited the job center.
- b. <u>References</u>
 - 1) Office of Management and Budget (OMB) CFR Chapter II, Part 200, et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards: Final Rule (December 26, 2013)
 - 2) Workforce Innovation and Opportunity Act (Pub. L. 113-128) (July 22, 2014)
 - DOL CFR Chapter II, Part 2900 et al. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (December 19, 2014)
 - 4) WIOA Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions ("WIOA Joint Final Rule"), at 81 FR 55791 (August 19, 2016)
 - 5) OMB Information Control Number (ICR) 1205-461 for the ETA-9130 Financial Reports (April 13, 2016)
 - 6) DOL WIOA Final Rule at 81 FR 56072 (August 19, 2016)
 - 7) <u>ARIZONA@WORK City of Phoenix Local Workforce Development Area Plan</u>
 - 8) <u>ARIZONA@WORK City of Phoenix Strategic Plan</u>

9) <u>ARIZONA@WORK City of Phoenix Board Policies</u>

D. Facilitation and Coordination of Integrated Partnerships and Services

Contractor will:

- 1. By September 30, develop a marketing plan that cultivates a system for jobseekers and employers to utilize ARIZONA@WORK City of Phoenix's workforce system as the place to go for all their workforce needs, including:
 - 1) Implementing, promoting and engagement of website content, and outreach materials, with approval from the Board.
 - 2) Providing website analytics reports to the Board as requested.
 - 3) Providing City staff with success stories, performance data, and related information to be used for local media stories.
 - 4) Identifying, and implementing when approved by the Board and City, national best practices to market ARIZONA@WORK City of Phoenix services on social media sites including LinkedIn, Facebook and Twitter, and through online channels.

Continue to implement the marketing plan through the term of the Contract.

- 2. Grow and align System Partners and training providers to the Board's local and strategic plan initiatives for the purpose of continuity and excellence for job seeking and business customers.
 - a. Develop and/or implement continuous improvement of system standards.
 - b. Coordinate with the City's Business Engagement Team to market businesses' recruiting needs to System Partners' talent pool
 - c. Establish strong relationships with all Training Providers in Phoenix by fostering continuous communication with and providing opportunities for training providers to share about their programs.
 - d. Work closely with the City's Eligible Training Provider List Coordinator to incorporate programs in Phoenix into the eligible training provider system.
- 3. Collaborate with Unemployment Insurance (UI) and Re-Employment Services and Eligibility Assessment (RESEA) for referrals and co-enrollment opportunities in Wagner-Peyser Title III, and coordination of center activities and workshops that will help meet required activities.
 - a. Remain consistent in communicating with the UI team regarding program

updates, changes, and operations that effect shared customers. Keep partners and shared customers abreast of these changes.

- 4. Provide a direct link between customers, System Partners and Network
 - a. Maintain a System Partner directory to include name and contact information of all System Partners to be updated and distributed electronically on a quarterly basis.
 - b. Engage in various methods to establish an array of communication opportunities to reach new partners and to benefit existing partners, including youth program providers.
 - c. Educate system partners and network on the benefits of available resources to best meet the needs of customers.
 - d. Find co-enrollment opportunities between System Partners.
 - e. Remain knowledgeable of the various avenues of services partners have available for customers, while ensuring that resources and information are updated
 - f. Track customers through the CRS.
 - 1) Generate CRS reports to include number of referrals and outcomes of those referrals.
 - 2) Prepare and distribute established monthly CRS newsletter as a way of providing updated information and communication around customer referrals.
 - Onboard new system partners to the CRS and provide refresher training with existing partners as deemed appropriate or when policy or protocol change.
 - 4) Work with Partners to ensure contact and program information is accurate and updated when needed.
 - 5) Monitor results of referrals between partners.
 - 6) Maintain and provide updates as needed to the CRS User Guide.
 - g. Participate in Contractor's monthly One-Stop Operator Community of Practice meeting and provide a meeting report to Board staff.
 - h. Facilitate training and cross-training for partner staff that will include detailed introductions to each partner and system and legislative training, including Contractor's WIOA 101 workshops.
 - i. Apart from regularly scheduled training, provide one-on-one training for new partner staff when individuals come aboard or more formal sessions when people are hired in groups.

- j. By September 30, develop and distribute with input from partners and City staff, an electronic quarterly newsletter to share recent and upcoming event highlights, a summary of performance, and stories of success for businesses and job seekers.
- k By September 30, develop a quick reference guide describing each partner's services to be made available to all One-Stop staff to ensure the information is consistently shared across all partner staff and guarantee accurate information is conveyed to each customer.
- I. Manage the MOU through quarterly meetings and regular communication to evaluate System Partner needs and satisfaction data to continually refine and improve direct linkages and service delivery strategies.

E. <u>ARIZONA@WORK City of Phoenix Network</u>

Contractor will:

- 1. Operate in a cohesive fashion with all ARIZONA@WORK City of Phoenix Network locations.
- Coordinate with all ARIZONA@WORK City of Phoenix Network building owners to ensure Equal Employment Opportunity (EEO) compliance in the provision of and access to programs and services.
- 3. Coordinate with all ARIZONA@WORK City of Phoenix Network building owners to ensure that locations are compliant with all applicable Americans with Disabilities Act (ADA) guidelines and that all programs and services are easily accessible to individuals with disabilities.
- Ensure non-program EEO requirements are met, including coordinating staff training, and assuring EEO posters and processes are in place for all ARIZONA@WORK City of Phoenix locations.
- 5. Follow the Board's policy for the federal Equal Opportunity (EO) and Americans with Disabilities Act (ADA) complaint process.
- 6. Evaluate employer needs with the City's Business Engagement Supervisor monthly to continually refine and improve service strategies.
- 7. Evaluate job seeker satisfaction data monthly.
- 8. Lead the job center certification process for all ARIZONA@WORK City of Phoenix Network locations to ensure compliance with all applicable federal, state and local policies and procedures.

9. Utilize the standard operating procedures included as **Exhibit F** to address nondiscriminatory and non-criminal complaints involving partners in the ARIZONA@WORK City of Phoenix network

F. <u>Comprehensive Job Center Operations</u>

To ensure services are easily accessible, customer driven, personalized, and responsive to the community's workforce development needs, Contractor will support and continuously implement ISD at the City's three comprehensive job centers (locations subject to change).

- North Job Center (9801 North 7th Street, Phoenix)
- South Job Center (4635 South Central Avenue, Phoenix)
- West Job Center (3406 North 51st Avenue, Phoenix)

Contractor will:

- 1. Perform Center opening and closing procedures daily, Monday through Friday, excluding Arizona State holidays (New Year's Day, Martin Luther King, Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas Day).
- 2. Provide supervision for Senior Community Service Employment Program (SCSEP) participants as they provide technical support in ARIZONA@WORK City of Phoenix resource rooms, administrative support, and maintenance areas of the comprehensive job centers.
- 3. Based on guidance from the ADES Veterans Program, routinely refer applicable customers to the Disabled Veterans Outreach Program Specialist. Route veterans through the Jobs for Veterans State Grants process before referring them to other program partners.
- 4. Manage the workflow of customers through VOS Greeter, accurately assess and identify the needs of customers and connect those customers to appropriate services in a seamless manner.
- 5. Ensure customers utilizing the areas designated for self-service use of computers and other technology receive assistance, as needed, to navigate and access programs and services.
- 6. Create and maintain a form and process by which non-co-located System Partners can seek authorization to use classroom and/or meeting room space within the job centers.
- 7. Utilize a City-approved web-based calendar to schedule and coordinate onsite

events including community, agency, and other meetings being held. Provide oversight of the web-based calendar with the understanding that co-located partners have the ability to add meetings to the calendar.

- 8. Work with the City's Business Engagement Team to set up for, staff, and clear hiring events per operations manual.
- 9. Work with co-located partners to maintain the Operations Manual that defines and provides a means to meet common operational needs.
- 10. By September 30, collaborate with co-located partners to modify, as needed, Job Center Operational Standards of Work for all three functions (Welcome, Skills Development, and Employment). Collaborate with co-located partners to create additional Job Center Operational Standards of Work as needed. Ensure procedures are effectively communicated and implemented.
- 11. Utilizing ISD, meet with co-located job center partners to share performance and project status, support collaboration in our customer-focused system, share information, input, and feedback.
- 12. Welcome Function
 - a. All staff will complete Contractor's Legacy in Action training and utilize its HEART method.
 - 1) Hear them out
 - 2) Empathize
 - 3) Apologize
 - 4) Respond and resolve
 - 5) Thank them
 - b. All staff will be trained in topics such as Effective Listening, World-Class Customer Service, and Conflict Resolution.
 - c. Conduct a one-on-one meeting with each first-time customer to explain the benefits of having an ARIZONA@WORK City of Phoenix membership card. Provide an overview of services to determine customer needs. Issue and reissue membership cards as needed.
 - d. Assist customers with creating an email account, if needed.
 - e. Inform customers of public workshops and onsite hiring events.
 - f. Provide information to customers about community resources and job fairs upon request.

- g. Facilitate AJC registration, virtually or center-based, to access job seeker customer information to assist with user look-up, access client notes, and reset password.
- h. Assign dedicated staff to answer phones at each comprehensive job center with designated back-up team members to cover breaks, meals, and scheduled/unscheduled absences of the primary person assigned. All phone calls are answered promptly, and in-person inquiries must be addressed as soon as possible.
- i. Maintain an internal data sharing agreement with ADES to use AJC.
- j. Observe customers to determine computer literacy and Limited English Proficiency (LEP) and make referrals to system partners as needed. Ensure Contractor's staff are fully trained on how to use the auxiliary aids and services provided for customers with disabilities.
- k. Provide next recommended service(s) to customers with informed referrals to appropriate workforce system partner using the CRS.
- I. Follow ADES's complaint process for Migrant Seasonal Farm Workers (MSFW).
- 13. Perform internal continuous improvement efforts by:
 - a. Coordinating co-located partners' ownership of AMS goals and objectives through huddles, Gemba walks and trainings.
 - b. Facilitating focus groups with customers and various levels of staff from each co-located partner.
 - c. Monitoring operational procedures and protocols that promote effective and seamless partner referral through the implementation of Equus' online Legacy in Action Customer Experience Survey. Distribute monthly summaries to the Board. Providing survey to customers via:
 - 1) Survey links on comprehensive job centers computers
 - 2) A QR code for smart phone access, and
 - 3) Distributing cards with the survey web address.
 - d. Generating and distributing VOS reports to the job center supervisors on a weekly basis to demonstrate wait time patterns that will be shared and discussed at ISD leadership meetings.
 - e. For areas of improvement, provide policy guidance and training, share promising practices, and develop innovative approaches for implementation, to

ensure the Job Centers are operated as defined by WIOA.

- f. Based on results of surveys and communications, develop a roadmap for continuous improvement of interactions with partners, businesses, and job seekers.
- g. Utilize the Quality Measurement Tool (QMT) included as **Exhibit G** to track metrics weekly, ensure continuous improvement, and to identify and address any issues or concerns that could hinder efficiency quickly and thoroughly.

G. Board Meeting Attendance and Reporting

Unless otherwise noted, Contractor will prepare and submit written reports and memos for the Board to the Board's Executive Director.

- 1. Monthly
 - a. Contractor will meet with the City on a monthly basis or on an agreed upon frequency, to provide updates on job center operations, system updates, and performance goals, to ensure cohesion of functions, and to review metrics and commitments.
 - b. Attend the Board meetings and Executive Leadership Committee (ELC) meetings no fewer than five times during the Program Year. Attend other Board committee meetings as directed by City staff.
 - c. Submit written reports by the 10th of every month, to include, but not limited to the following:
 - 1) The number of customized recruitments and job fairs hosted at the ARIZONA@WORK City of Phoenix Network locations with the date of each event; the number of job seekers in attendance; business name; industry; and the number of job openings for which the business is hiring.
 - 2) Number of customers welcomed at each comprehensive job center and type of services provided utilizing VOS Greeter.
 - Results of customer satisfaction surveys and any event participant survey results, including a list of recommended system improvements to address any concerns identified by customers or participants; and other information requested by the City.
 - 4) Success stories from employers and/or job seekers.
 - 5) System training and professional development.

- 6) System Partner meetings and outcomes.
- 7) Client Referral System results.

2. <u>Quarterly</u>

- a. Prepare and present requested information to the Board and/or Board committees, as directed by the City.
- b. Review accomplishments and establish priorities for the next 30, 60, and 90 days and discuss partnering on deliverables within the Board's Strategic Plan.

3. <u>Annually</u>

Submit annual report to include Program Year statistics tallied from monthly reports, as described in above, and other information requested by the City, in a format to be approved by the City.

H. Quality Assurance and Contract Monitoring

- 1. Annually, the City will monitor Contractor through the following administrative record reviews, interviews of staff and/or participants, and/or general observations of the facilities and operations in compliance with the Board's policies.
 - a. Achievement of services to be performed in accordance with the contract resulting from this RFP;
 - b. Compliance with regulations, standard of work, and policies;
 - c. Effective use of data systems (AJC, VOS Greeter and CRS) by safeguarding data integrity while maintaining compliance with user agreements and standard of work; and
 - d. Completion of corrective action plan (CAP) after the first year and each subsequent year, if applicable, as described below in Section H (3).
- 2. Periodically throughout the Program Year, the City will conduct System Partner Satisfaction surveys. It is expected that the Contractor will achieve a score of at least 88% by the end of the first contract year, with incremental increases each year thereafter, at minimum of two percentage points per year.
- 3. Contractor must create a CAP that includes findings identified as a result of the annual monitoring, actions taken to correct the findings, and a timeline for when the findings will come into compliance. Contractor must submit the CAP to the City within 30 days of receiving the finalized monitoring report. Written reports on the status of the CAP will be provided to City staff on a monthly basis until all findings

have been resolved.

I. Accessibility. Equal Opportunity. and Non-Discrimination

The City is committed to equal access to services for all customers. Contractor will ensure equal opportunity to all individuals. No individual shall be excluded from participation in, denied the benefit of, or subject to discrimination under, any WIOA funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation or belief. Contractor will demonstrate full compliance with the Americans with Disabilities Act. Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. This involves ensuring its staff receive accessibility training and may involve developing accessibility plans. Contactor will ensure all written material and communications include the statement: "Equal Opportunity Employer/Program; Auxiliary Aids and Services are available upon request" along with contact information for the EEO Officers and Arizona Relay information to coordinate needed arrangements.

J. Administrative Issues

Contractor will also adhere to the following requirements:

- 1. <u>General</u>
 - a. Comply with the <u>Uniform Administrative Requirements</u>, <u>Cost Principles and</u> <u>Audit Requirement for Federal Awards</u>.
 - b. Comply with WIOA's funding requirements and for any disallowed costs or illegal expenditures in accordance with <u>Uniform Guidelines 2 CFR 200</u>.
 - c. Utilize the branding of "Proud Partner of ARIZONA@WORK City of Phoenix and the American Job Center Network" name and logo on any printed material that will promote association with the program. Contractor is prohibited from displaying its own name or logo on any materials associated with performing this Scope of Work.
 - d. Comply with, and respond to within defined response times, program and fiscal monitoring activities conducted annually by and on behalf of the City.
- 2. Invoicing
 - a. Invoice a maximum of 10% of the total direct costs incurred on indirect expenses over the Program Year. Evaluate administrative costs on a quarterly basis, and if administrative costs exceed 10% of the direct expenditures for each quarter, Contractor must communicate a plan to the City for not exceeding 10% in the Program Year.

- b. Invoice profit on a quarterly basis when the Profit Measures identified in **Exhibit B** are achieved.
- c. Invoice in accordance with the payment information provided by the City.
- d. Maintain a payroll ledger and submit payroll documentation as requested by the City.
- e. Use an accrual method of accounting.

3. Job Center Space and Laptop Rentals

- a. In compliance with WIOA regulations, Contactor must pay the pro-rated cost of leasing any exclusive space at the comprehensive job centers. Annual exclusive space usage costs are as follows.
 - 1) North Job Center \$1,441
 - 2) South Job Center \$2,430
 - 3) West Job Center \$1,384

Since Contractor's lease payment would be made to the City, and the City would then reimburse Contractor for this cost, no invoices, payments, or credits will be exchanged.

b. Contractor's staff must use City-provided laptops when working at the comprehensive job centers. In compliance with WIOA regulations, Contractor must pay the cost of leasing these laptops from the City. This cost is \$45 per month per laptop and includes the laptop, wireless keyboard, and mouse, docking station, laptop bag, and two 24-inch monitors.

Since Contractor's lease payments would be made to the City, and the City would then reimburse Contractor for this cost, no invoices, payments, or credits will be exchanged.

4. <u>Records</u>

- a. Maintain confidentiality when accessing or utilizing AJC and maintain computer equipment with compatible software.
- b. Maintain an accounting system that tracks funding for these services separately from other funding sources.
- c. Retain program files and records in compliance with federal and state WIOA requirements 2 CFR 200.333 and the <u>ARIZONA@WORK City of Phoenix</u> <u>Records Management and Retention Policy</u>.

5. <u>DOL Training and Employment Guidance Letter WIOA No. 15-16, dated January</u> <u>17, 2017</u>

- a. Disclose to the City any potential conflicts of interest arising from any relationships with particular training service providers or other service providers, including but not limited to career services providers.
- b. Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training and education services.
- c. Comply with federal regulations and procurement policies relating to the calculation and use of profits.