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Contract No. _____

CITY OF PHOENIX

**Subrecipient Contract
Youth Workforce Services**

Jewish Family and Children's Service, Inc.

**Rebecca Tierney
Community and Economic Development Department
200 W. Washington Street, 19th Floor
Phoenix, AZ 85003
602-256-3174**

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**SUBRECIPIENT CONTRACT
BETWEEN
THE CITY OF PHOENIX
JEWISH FAMILY AND CHILDREN'S SERVICE, INC.**

This **CONTRACT** is made and entered into this 1st of May, 2026, or as of the City Clerk date, whichever is later ("**the Effective Date**"), by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as "**City**"), and Jewish Family and Children's Service, Inc., an Arizona nonprofit corporation (hereinafter referred to as "**Contractor**").

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute contracts.
2. The City desires to obtain the services that are specifically set forth in this Contract.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Contract is authorized by the City Council through Ordinance S-52712 on March 25, 2026.
6. This Contract is governed by the Federal Assistance Listing Numbers 17.259A—WIOA Youth Activities.
7. This project is fully funded by federal funds made available to the City by the U.S. Department of Labor through the WIOA. The Stevens Amendment (P.L. 115-31, Sec. 505) requires disclosure that federal funding is being used for this project.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF CONTRACT

- 1.1. This Contract begins on the Effective Date in the above introductory paragraph, and upon approval by the City, and will have an initial term of 14 months, ("**Term**") with 3 options to extend the Term for 1-year each, which options may be exercised at the sole discretion of the City.
- 1.2. This Contract will terminate upon the earliest occurrence of any of the following:

- 1.2.1. reaching the end of the term exercised as set forth in 1.1;
- 1.2.2. completing the services set forth in the Scope of Work attached as **Exhibit A** (the “Services”);
- 1.2.3. payment of the maximum compensation under Section 2 of this Contract, unless it is amended to allow additional compensation;
or
- 1.2.4. termination pursuant to the provisions of this Contract.

2. PAYMENT

- 2.1. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Contract will not exceed **\$1,603,361.20**. Under this Contract, the City will pay for Services at the rate(s) specified in a current purchase order with no additional charges for overhead, benefits, local travel, or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total Contract price will be paid before the work is totally completed and accepted by the City.
 - 2.1.1. Contractor will only invoice the City for the maximum dollar amount(s) indicated on a current purchase order.
- 2.2. Contractor will submit monthly invoices on or before the 21st of every month. Each invoice will use an accrual method of accounting and use only two decimal points for accounting through the City provided document to avoid rounding errors. The Contractor will not make adjustments to the fixed template in this file. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing 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 the Contractor. Contractor will promptly, but no longer than 30 days from return of the erroneous invoice to Contractor, resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of the City to identify an error does not waive any of the City’s rights. The City will make every effort to process payment for the purchase of services within 45 calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account.
- 2.3. Invoices will be emailed in .pdf format to youthworkforce@phoenix.gov and must include the following:

- City purchase order number or shopping cart number,
- Items or services listed individually by written description
- Unit price, extended and totaled
- Applicable tax
- Invoice number and date.
- Requesting department name and "ship-to" address.
- Payment terms.
- Remit to address

3. METHOD OF ORDERING (PURCHASE ORDERS)

Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the department. All contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

4. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS

Contractor will provide services that will be in accordance with the Scope of Work as set forth in **Exhibit A**, which may be supplemented with additional detail from time to time during the term of the Contract, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in **Exhibit C**. Contractor will provide progress reports to the City representative listed in **Section 18** according to a mutually agreed-upon schedule.

5. INDEMNIFICATION & INSURANCE REQUIREMENTS - SEE EXHIBIT B

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

6.1. The parties agree that Contractor is providing the Services under this Contract on a part-time and/or temporary basis and that the relationship created by this Contract is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Contract; the manner, means and mode of completing the same are under the sole control of Contractor.

6.2. This Contract is not intended to constitute, create, 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 Contract. The parties agree that no individual performing under this Contract 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.

7. LEGAL WORKER REQUIREMENTS

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

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

8. CONFIDENTIALITY

- 8.1. "Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by the City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

- 8.2. Recipient will: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Contract; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Contract; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Contract. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.
- 8.3. Upon the City's written request or expiration of this Contract, whichever is earlier, Recipient will, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient will certify in writing as to its compliance with this paragraph.
- 8.4. If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.
- 8.5. In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Confidentiality). Contractor's obligations pursuant to this Section (Confidentiality) will not be subject to any limits of liability or exclusions as may be stated elsewhere in the Contract.
- 8.6. A violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Contract without notice. The obligations of Contractor under this Section will survive the termination of this Contract.

9. DATA PROTECTION

- 9.1. The parties agree this Section will apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Contract. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.
- 9.2. As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants will mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.
- 9.2.1. When Contractor processes PII pursuant to the Contract, Contractor will, at no additional cost to the City:
- 9.2.1.1. process PII only within the United States and only in accordance with the Contract and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
 - 9.2.1.2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor will keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to

be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor will promptly provide a written description of the technical and organizational methods it employs for processing PII.)

- 9.2.1.3. not subcontract any processing of PII to any third party (including affiliates, group companies or subcontractors) without the prior written consent of the City; and Contractor will remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
- 9.2.1.4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- 9.2.1.5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
- 9.2.1.6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Contract and applicable laws;
- 9.2.1.7. allow the City or its authorized agents to conduct audit inspection during the term of the Contract, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's subcontractors use in connection with the Services; provided however,

the City may at its sole discretion accept a qualified and industry recognized independent third party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;

9.2.2. If Contractor becomes aware of any actual or potential data breach (each an “Incident”) arising from Contractor’s processing obligations pursuant to the Contract, Contractor will notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:

9.2.2.1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

9.2.2.2. take action immediately, at Contractor’s own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

9.2.2.3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

9.2.2.4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City’s prior written approval (except where required to do so by applicable laws).

9.3. In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys’ fees, damages or proceedings arising out of Contractor’s breach of this Section (Data Protection). Contractor’s obligations pursuant to this Section (Data Protection) will not be subject to any limits of liability or exclusions as may be stated elsewhere in the Contract.

- 9.4. A violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Contract without notice. The obligations of Contractor under this Section will survive the termination of this Contract.

10. SECURITY INQUIRIES

- 10.1. Contractor acknowledges that all of the employees that it provides pursuant to this Contract will, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor will perform all such security inquiries and will make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. The City may make further security inquiries. Whether or not further security inquiries are made by the City, the City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract will not be proposed to perform work under other City contracts or engagements without the City's prior approval.
- 10.2. The City, in its sole discretion, reserves the right, but not the obligation to:
- 10.2.1. require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
 - 10.2.2. act on newly acquired information whether or not such information should have been previously discovered;
 - 10.2.3. unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
 - 10.2.4. object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Contract. Contractor will bear the costs of all inquiries requested by the City.

11. CONTACTS WITH THIRD PARTIES

- 11.1. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Contract

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 the Services provided under this Contract or any other prior or existing contract 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 Contract.

- 11.2. 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 Contract without notice.

12. SBE/DBE UTILIZATION

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

13. AUDIT/RECORDS

- 13.1. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Contract. All records pertaining to this Contract will be kept on a generally accepted accounting basis for a period of 5 years following termination of the Contract.
- 13.2. If, following an audit of this Contract, the audit discloses Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Contract billings, Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

14. COMPLIANCE WITH LAWS

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 Contract. If a subsequently enacted law imposes substantial additional costs on Contractor, a request for an amendment may be submitted pursuant to this Contract.

15. NON-ASSIGNABILITY

- 15.1. This Contract is in the nature of a personal services agreement and Contractor will have no power to assign its rights and obligations under this Contract without the prior written consent of the City. Any attempt to assign without such prior written consent will be void.
- 15.2. In addition, an essential consideration provided to the City by Contractor to induce the City to enter into the Contract is Contractor's representation that the individual(s) performing services will include Contractor's principal, Gina Harper and Linda Scott. Therefore, should any of the above named individuals sever their relationship with the Contractor, or otherwise be unavailable to carry out Contractor's duties under this Contract for an extended period of time, which period will be determined at the sole discretion of the City, then the City, without notice, may immediately terminate this Contract for cause.

16. AMENDMENTS

Whenever an addition, deletion or alteration to the Services described in **Exhibit A** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. 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 Contract 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.

17. NO ORAL ALTERATIONS

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

18. NOTICES

- 18.1. Any notice, consent or other communication ("Notice") required or permitted under this Contract will be in writing and either: (1) delivered in person; (2)

sent via e-mail, return receipt requested; (3) deposited with any commercial air courier or express delivery service; or (4) deposited in the United States mail, postage prepaid.

If to Contractor:

Lorrie Henderson Ph.D., MBA, LCSW
Jewish Family and Children's Service, Inc.
4747 N. 7th St., Suite 100
Phoenix, AZ 85014
Telephone: 602-279-7655
E-Mail: lorrie.henderson@jfcsaz.org

If to the City:

Rebecca Tierney
City of Phoenix
Community and Economic Development Department
200 W. Washington Street, 19th Floor
Phoenix, AZ 85003
Telephone: 602-256-3174
Email: Rebecca.Tierney@phoenix.gov

18.2. 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 second day after its deposit with any commercial air courier or express delivery service; or (4) 5 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 received.

19. INTEGRATION

This Contract 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 Contract, and no party will be bound by or liable for any statement of intention not so set forth.

20. GOVERNING LAW; FORUM; VENUE

This Contract 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 Contract that cannot be administratively resolved, or

otherwise related to or arising from this Contract, 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.

21. FISCAL YEAR CLAUSE

The City's WIOA funding period begins July 1st and ends June 30th each fiscal year. In accordance with Title 2, Code of Federal Regulations, Part 215, Section 28, the Contractor may charge to the grant only allowable costs resulting from obligations incurred during the funding period. Therefore, the Contractor must submit invoices for Services performed or costs incurred prior to the close of a fiscal year. All expenses incurred during the funding period must be liquidated within 45 days (August 15th) of the end of the funding period.

22. TERMINATION OR SUSPENSION OF SERVICES

22.1. The City reserves the right to terminate this Contract without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Contractor in writing. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:

22.1.1. Discontinue advancing the work in progress, or such part that is described in the notice.

22.1.2. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.

22.1.3. Appraise the work it has completed and submit its appraisal to the City for evaluation.

22.1.4. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

23. FINAL PAYMENT

23.1. **PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Contract. Any use by the City of

preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.

- 23.2. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

24. PROFESSIONAL COMPETENCY

- 24.1. **QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Contract, the Services, and any conditions that may affect its performance under this Contract. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.
- 24.2. **LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

25. SPECIFIC PERFORMANCE

Contractor agrees that in the event of a breach by Contractor of any material provision of this Contract, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Contract. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Contract, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

26. 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").

27. DOCUMENTATION

27.1. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Contract, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Contract and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.

27.2. FORMAT AND QUALITY: All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.

27.3. DOCUMENT REVIEW: Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

27.4. SUBMITTALS: Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

28. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION

Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in

any advertising or other promotional context by Contractor without the prior written consent of the City.

29. CONFLICTS OF INTEREST

- 29.1. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Contract upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Contract without liability, including any such commission, percentage, brokerage or contingent fee.
- 29.2. The City reserves the right to immediately terminate the Contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- 29.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Contract, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract, the City may, by 1 calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Contract, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.
- 29.4. This Contract is subject to the requirements of A.R.S. § 38-511.

30. PUBLIC RECORDS

- 30.1. Notwithstanding any provisions of this Contract regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Contractor understands that disclosure of some or all of the items subject to this Contract may be required by law.
- 30.2. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide Contractor with notice of that request, which will be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in its

proposal. Within 10 days of City notice by the City, Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by Contractor to object timely will be deemed to waive any objection and any remedy against the City for disclosure.

- 30.3. In the event Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision will survive the termination of this Contract.

31. CLAIMS OR DEMANDS AGAINST THE CITY

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

32. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Contract.

33. CONTINUATION DURING DISPUTES

- 33.1. Contractor agrees as a condition of this Contract 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 Contract 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.

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

34. THIRD PARTY BENEFICIARY CLAUSE

The parties expressly agree that this Contract is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.

35. LAWFUL PRESENCE REQUIREMENT

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. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

36. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

- 36.1. 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.
- 36.2. For a contractor with 35 employees or fewer: Contractor in performing under this Contract will 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 will 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

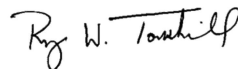
Contract that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this Contract entered into by supplier/lessee.

- 36.3. For a contractor with more than 35 employees: Contractor in performing under this Contract will 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 will 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 will 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 Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this Contract entered into by supplier/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 will ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
- 36.4. **DOCUMENTATION:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
- 36.5. **MONITORING:** The Equal Opportunity Department will 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.

APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Contract to be executed, effective as of the date in the first paragraph (the “Effective Date”).

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

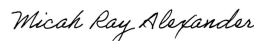
By: 
Ryan W. Touhill
Community and Economic Development
Director

ATTEST:


City Clerk
04/14/2026
Date



APPROVED AS TO FORM:
JULIE M. KRIEGH, City Attorney

By: 
Assistant Chief Counsel 

“CONTRACTOR”
Jewish Family and Children’s Service, Inc.,
an Arizona nonprofit corporation

By: 
Lorrie Henderson (Apr 1, 2026 17:52:59 PDT)
Lorrie Henderson
President & CEO

Exhibit A SCOPE OF WORK

A. Background

The City administers the Board's WIOA Title IB Youth Program, which is federally funded through the U.S. Department of Labor, for the [Phoenix LWDA](#).

The Contractor will provide services as described below. The purpose of the WIOA Youth Workforce Development Program (WIOA Youth Program) is to support the delivery of innovative and comprehensive workforce services to out-of-school youth (OSY) ages 16-24 and in-school youth (ISY) ages 14-21 who reside in Phoenix and are experiencing significant barriers to education, training, and employment (collectively Youth Participants).

In addition to WIOA funds, the City sometimes receives funding for special projects and initiatives. The Contractor will be required to partner with the City to deliver supplemental services as mutually agreed.

The Contractor must have and maintain a valid SAM.gov registration and be in good standing upon the Effective Date of this Contract through termination.

B. Staffing

Contractor must: 1) provide adequate staff with sufficient qualifications and experience to effectively perform these services, including sufficient staff able to provide services in Spanish, and 2) ensure its staff is qualified and trained in state and local WIOA policies and regulations; case management; eligibility determination, verification, and documentation; assessments; the required program elements listed below in **Section F**; file maintenance and documentation; quality assurances; and other appropriate workforce credentials. Contractor's staff must at a minimum fulfill the staff requirements below but may have alternate titles. If any of the Contractor's staff positions become vacant, Contractor must notify the City Representative listed in **Section 18** via email.

1. Case Management: Contractor's staff must perform case management functions while working as a professional partner with each Youth Participant to:
 - a. assess barriers for self-sufficiency.
 - b. establish realistic training, education, and employment goals/objectives.
 - c. develop a plan of action to achieve established goals and objectives.
 - d. access needed resources.
 - e. assist with any needed activities to secure employment or enter a path of postsecondary education or training.

Contractor must also incorporate mental/behavioral health services, trauma-informed case management and other supports for Youth Participants.

2. Supervision: Contractor will assign a primary staff member (Supervisor) to lead these services, and ensure this person has demonstrated knowledge or experience in:
 - a. WIOA Youth Program requirements, performance metrics, and compliance standards.
 - b. Experience in youth development, workforce programs, or related fields.
 - c. Ensuring fidelity to program design, best practices for participant engagement, and knowledge of compliance with WIOA and local policies.
3. Job Development: Contractor will assign a staff member to identify and establish opportunities and support Youth Participant employment goals, by:
 - a. Seeking and contacting prospective employers about Youth Participants.
 - b. Developing relationships with prospective employers for On-the-Job Training, internships, work experience and employment for Youth Participants.
 - c. Creating and maintaining written and electronic records.
 - d. Coordinating with internal staff to determine and meet Youth Participants' job placement needs and follow-up activities.
 - e. Providing quarterly updates on all job development activities in monthly reports to the City for all Youth Participants.

C. Required Meetings

1. Monthly Youth Provider Meetings: To ensure the effective delivery of services and contract compliance, Contractor's Supervisor will attend monthly program meetings with Board staff.
2. Community of Practice Meetings: Contractor will participate in the City's regularly scheduled meetings with other WIOA service providers.
3. One-Stop Operator (OSO) Meetings: Contractor's Supervisor will attend monthly OSO meetings and its staff will attend quarterly partner meetings and regularly scheduled collaborative meetings among the one stop system partner staff for each Comprehensive Job Center listed in **Section D**.
4. Board Meetings: Contractor's Supervisor will attend Board and subcommittee meetings as directed by Board staff to present quarterly performance updates or other presentations requested by the Board.

D. Service Delivery Locations

1. Contractor will provide services virtually and in-person at its Phoenix location(s),

which must have space for confidential conversations between staff and Youth Participants.

2. Contractor will maintain a part-time, in-person schedule at the following Comprehensive Job Centers.

- a. **South Job Center**

- 4635 South Central Avenue, Phoenix, Arizona 85040

- [Office Hours](#)

- b. **West Job Center**

- 3406 North 51st Avenue, Phoenix, Arizona 85031

- [Office Hours](#)

The part-time, in-person schedule will be mutually agreed upon between the Contractor and the City and may be based on Board staff's, and any other WIOA Youth Program provider's, schedule at the respective center(s). Any changes to the schedule must be approved by the City Representative listed in **Section 18** via email.

3. Additionally, Contractor must identify various access points and doors of entry into the WIOA Youth Program, including the use of technology, mobile accessibility, or alternate location(s). Services should be easily accessible within the community and provide a safe, supportive atmosphere that offers Youth Participants frequent opportunities for positive interactions with staff, peers, and other adults.

E. Youth Participant Eligibility and Target Populations

1. Eligibility

All WIOA Youth Participants must meet certain eligibility criteria and be determined eligible prior to enrollment and receipt of WIOA-funded services. Contractor is responsible for the determination, verification, and documentation of WIOA eligibility for Youth Participants as well as the maintenance of eligibility files and required documentation.

WIOA-funded services may be provided to OSY and ISY as outlined in Section V (H) Eligibility Determination in [Board Policy 300.301 Youth Program](#).

2. Target Populations

Contractor will deliver services to youth, with particular emphasis on the target populations defined in 20 [CFR 681.210](#) and [681.220](#).

F. Fourteen Required Program Elements

Contractor will provide services through a youth workforce development program that must provide or make available the following 14 required program elements as defined in the [Board Policy 300.301 Youth Programs, Section V \(G\) Fourteen Youth Program Elements](#) that is supplemented by the Contractor's proposed approach.

Academic Skills Enhancement

1. Tutoring, Study Skills Training, Instruction, and Dropout Prevention Services: Services that lead to completion of the requirements for a: 1) secondary school diploma, 2) High School Equivalence diploma (HSE), including a recognized certificate of attendance or similar document for individuals with disabilities, or 3) recognized post-secondary credential. This includes secondary school dropout prevention strategies that keep Youth Participants in school and engaged in formal learning or training.

Contractor will staff an Education Coordinator who identifies academic goals, accommodations, and strengths with each youth by providing tutoring, study skills, credit recovery, HSE/General Education Development (GED) preparation with academic support onsite and virtually, as well as supervising volunteer tutors. Tests for Adult Basic Education (TABE) is used to measure academic benchmark levels and to track gains.

2. Alternative Secondary School and Dropout Recovery Services: Services provided with the goal of assisting Youth Participants to re-engage and persist in education that leads to the completion of a recognized high school diploma or HSE.

The Education Coordinator will provide HSE/GED classes and partner as needed with other alternative schools or programs, credit recovery, and WIOA Title II Adult Education and Family Literacy Act programs.

Workplace Preparation

3. Paid and Unpaid Work Experience:
 - a. Work experiences (WEX) are planned, structured learning experiences that take place at a workplace, or a virtual setting, for a limited period of time. It can be paid or unpaid, as appropriate, and can take place in the private for-profit, non-profit, or the public sector. A WEX provides a Youth Participant with opportunities for career exploration and skill development. Contractor will provide a two-day work-readiness workshop before paid or unpaid WEX placements.

Types of WEX include but are not limited to:

- 1) Summer employment opportunities and other employment opportunities available throughout the school year;
 - 2) Pre-apprenticeship programs;
 - 3) Internships and job shadowing;
 - 4) On-the-Job Training opportunities;
 - 5) Pre-apprenticeship programs;
 - 6) Registered apprenticeship programs; and
 - 7) Transitional jobs.
- b. **Employer Connections:** Connections to employers are essential in the creation of a system that can effectively assist Youth Participants to become highly skilled and employable. Examples include meaningful exposure to mentoring type of support and positive role model connections, and exposure to the world of work and internship work experiences with resulting measurable skill increases. These connections should lead to greater potential for placements in employment. Contractor will be encouraged to address the development of employer support in terms of leveraged resources for training or wages, and staff or operational needs related to training, including space.
4. **Occupational Skills Training:** Training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the Phoenix LWDA with a 5% growth, through an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupation fields at entry, intermediate, or advanced levels. Occupational skills training must meet the following criteria:
- a. Be outcome-oriented and focused on an occupational goal specified in the individual service strategy; and
 - b. Be of sufficient duration to impart the skills needed to meet the occupational goal; and
 - c. Lead to the attainment of an industry recognized postsecondary credential; or
 - d. Be a registered apprenticeship or an industry-driven program.
5. **Education Offered Concurrently with Workforce Preparation and Training:** Education offered concurrently with workforce preparation and training for a specific occupation. This element is also referred to as Integrated Education or Contextualized Instruction. Contractor may only add this program element when the following integrated services are provided at the same time:
- a. Workforce participation activities;
 - b. Basic academic skills; and
 - c. Hands-on occupational skills training connected to a specific occupational cluster or career pathway.

Workplace Success

6. Leadership Development Opportunities: Opportunities that encourage responsibility, confidence, employability, self-determination, and other positive social behaviors such as:
 - a. Exposure to postsecondary educational opportunities;
 - b. Community and service-learning projects;
 - c. Peer-centered activities, including peer mentoring and tutoring;
 - d. Organizational and teamwork training, including team leadership training;
 - e. Training in decision-making, including determining priorities and problem solving;
 - f. Citizenship training, including life skills training such as parenting skills and work-behavior training;
 - g. Civic engagement activities that promote the quality of life in a community; and
 - h. Other leadership activities that place individual Youth Participants in a leadership position.
7. Supportive Services: Assistance to enable individual Youth Participants to fully participate in WIOA activities such as:
 - a. Linkages to community services;
 - b. Transportation;
 - c. Childcare and dependent care;
 - d. Housing and utility bills;
 - e. Lodging;
 - f. Needs-related payments;
 - g. Educational testing;
 - h. Reasonable accommodation for individuals with disabilities;
 - i. Referrals to health care;
 - j. Uniforms or other appropriate work attire and work-related tools, including eyeglasses and protective eye gear;
 - k. Books, fees, school supplies, and other necessary items for students enrolled in postsecondary education classes, such as electronic devices;
 - l. Payments and fees for employment and training-related applications, tests, and certifications;
 - m. Cellular or internet service to create or maintain a wireless connection for distance learning or searching for employment;
 - n. Software as needed for career services, training related activities or job placement;
 - o. Food at a reasonable cost to assist or enable participation in allowable program activities and reach employment and training goals;
 - p. Documentation needed for Youth Participants to meet work eligibility requirements.

8. Adult Mentoring: Fostering and creating a formal relationship between a Youth Participant and an adult mentor, for at least 12 months, that may occur both during and after WIOA Youth Program participation with structured activities where the mentor offers guidance, support, and encouragement. This may include referrals to structured mentor programs, including financial literacy mentors.
9. Follow-up Services: Services to help ensure Youth Participants can succeed in employment or education for at least 12 months after the completion of participation in the WIOA Youth Program, unless the Youth Participant declines to receive follow-up services, or cannot be located following program exit. These services may include support services, adult mentoring, financial literacy education, services that provide Labor Market Information (LMI) and employment information for in-demand industry sectors, regular contact with a Youth Participant's employer, and any activities necessary to ensure the Youth Participant is successful in obtaining employment or that help the Youth Participant prepare for and transition to postsecondary education and training.
10. Comprehensive Guidance and Counseling: Individualized counseling for Youth Participants that may include drug and alcohol abuse counseling, mental health counseling, and referral to partner programs. Contractor will provide mental health counseling by a clinician with a master's degree in a mental health field or refer to another community provider if Youth Participants cannot access these services through the Contractor.
11. Financial Literacy Education: Contractor will provide financial literacy education with Living On Your Own (LOYO) workshops. This will include information and activities such as creating budgets; opening checking and saving accounts; managing spending; understanding credit reports and debt, including student loans, consumer credit, and credit cards; protecting against identity theft; addressing specific financial literacy needs of non-English speakers or Youth Participants with disabilities; money management and savings; and other approaches to help Youth Participants make informed financial decisions.

Small Business Learning

12. Entrepreneurial Skills Training: Assists Youth Participants in developing the skills associated with starting and operating a small business, including:
 - a. Entrepreneurship education that provides an introduction to the values and basics of starting and running a business, such as developing a business plan and simulations of business start-up and operation.
 - b. Enterprise development that provides support and services to incubate and help Youth Participants develop their own businesses, including access to small loans or grants and providing more individualized attention to the development of viable business ideas.

c. Experiential programs that provide Youth Participants with experience in the day-to-day operation of a business. Including:

- 1) Monthly exposure to local entrepreneurs, and
- 2) Implementation of the Youth Entrepreneurs Program (YEP), including online modules in entrepreneurial mindset, opportunity identification, business models, and business planning.

Transition Support

13. Services that Provide Labor Market Information: Employment and labor market information about in-demand industry sectors/occupations and career pathways available in the Phoenix LWDA, career awareness, career counseling, and career exploration services. Services may include assistance with resume preparation and interviewing skills, finding opportunities for job shadowing, and providing information on the long-term benefits from postsecondary education and training.

14. Postsecondary Preparation and Transition Activities: Activities that prepare Youth Participants for postsecondary education after attaining a high school diploma or its recognized equivalent, including assistance with:

- a. SAT/ACT testing preparation.
- b. College admission applications.
- c. Searching and applying for scholarships and grants.
- d. Completing proper financial aid applications and following changing guidelines.
- e. Connecting to postsecondary education programs.

G. Objective Assessment & Individual Service Strategy

Contractor is responsible for providing an objective assessment of the academic and occupational skill levels as well as needs and strengths of each Youth Participant to identify appropriate services and career pathways, and collect information for the Individual Service Strategy (ISS).

Objective assessments will include:

1. Basic skills (Basic Skill Assessment);
2. Occupational skills;
3. Prior work experience;
4. Employability;
5. Interests (including interest and aptitudes for nontraditional jobs);
6. Supportive service needs; and
7. Developmental needs.

Contractor is responsible for the development and documentation of an ISS for each Youth Participant based on the results of an objective assessment. The ISS is an individualized, written plan of short and long-term goals that identifies: potential barriers to achieving goals; support services needed; career pathways, education and employment goals; linkage to required WIOA Youth Program elements; incentives; and a timeframe in which the Youth Participant will be expected to complete activities and services related to each goal. The ISS must be reviewed regularly to assess the continued relevance of the service strategy and the Youth Participant's progress towards goals. Contractor must have a referral process in place with identified partners for any needed services that cannot be provided with WIOA funding.

H. Co-Enrollment

In addition to the WIOA Youth Program, Youth Participants may be concurrently enrolled in the WIOA Title IB Adult or Dislocated Worker (DW) program, adult and literacy programs, employment services Wagner-Peyser Program, Migrant and Seasonal Farmworkers (MSFW) Program, Vocational Rehabilitation, TANF Jobs Program, YouthBuild, Job Corps, Supplemental Nutrition Assistance Program and Employment and Training (SNAP E&T), Indian and Native American Programs, Trade Adjustment Assistance (TAA) Program, and/or other ARIZONA@WORK partner programs. Co-enrollment allows additional resources for training and financial support, enhanced service delivery, and increased customer support, for greater Youth Participant outcomes.

I. Measures of Success

The City will measure Contractor's performance quarterly or as frequently as needed, for consistency with the elements and responsibilities in this Scope of Work, WIOA requirements, Board goals, and City-issued standards of work through the provision of the following services:

1. Career Pathways: Contractor's program must place a strong emphasis on career pathways as defined as a combination of rigorous and high-quality education, training and other services that:
 - a. Align with the skill needs of industries in the economy of the Phoenix LWDA;
 - b. Prepare each Youth Participant to be successful in any of the full range of secondary or postsecondary education options;
 - c. Include career counseling to support each Youth Participant in achieving the individual's education and career goals;
 - d. Include, as appropriate, education offered concurrently with, and in the same context as, workforce preparation activities and training for a specific occupation or occupational cluster;
 - e. Organize education, training, and other services to meet the needs of each Youth Participant in a manner that accelerates the educational and career

- advancement of the individual to the extent practicable;
 - f. Enable each Youth Participant to attain a secondary school diploma or its recognized equivalent and at least 1 recognized postsecondary credential;
 - g. Help each Youth Participant enter or advance within a specific occupation or occupational cluster; and
 - h. WEX opportunities based on the individual Youth Participant's employment goals, if applicable.
- 2. Work Readiness Training: To ensure Youth Participants transition successfully into employment and/or postsecondary education, Contractor will facilitate and require Youth Participants to attend a Board-approved work readiness training workshop. Contractor will be responsible for: a) conducting this workshop, and b) updating the training at least annually and seeking Board approval for training and any updates prior to use.
- 3. Youth Development: Contractor's program must reflect the positive youth development principles woven throughout WIOA by incorporating best practices and approaches to assisting Youth Participants to develop to their full potential.

J. Accountability Measurements

- 1. Tracking Requirements: Contractor must use the Arizona Job Connection (AJC) data management system and execute or maintain a user agreement with the Arizona Department of Economic Security to track individual Youth Participant data, including eligibility determination, demographics, services received, case notes, outcomes, and follow-up data. Timely data entry is required and must be completed within 15 calendar days from the date an activity or service is provided. City and Department of Economic and Rehabilitation Services (DERS) staff will conduct ongoing monitoring to evaluate the timely use of AJC. Failure to comply with the required use will result in corrective action and may result in this Contract's termination.
- 2. File Maintenance and Documentation: Contractor must use electronic signatures and maintain electronic case files for each Youth Participant that include all required documentation, including documentation of program eligibility, assessments, printed forms and case notes, training paperwork, and attendance records, as appropriate. Contractor is responsible for ensuring its staff receives all mandatory training provided by the City and State. Contractor is responsible for ensuring ongoing staff expertise and cooperation.
- 3. Job Center Certification: Pursuant to [20 CFR 678.800 \(d\)](#), any Contractor's facility that will be used to provide these services will be considered an affiliate one-stop center. Contractor will comply with the Board's [one-stop center certification](#) process, which requires evaluation of a facility once every 3 years for its effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement. This certification process must be

completed for any new facility prior to services being provided at that location.

4. Equal Opportunity Requirements and Accessibility: Pursuant to [20 CFR 678.800 \(e\)](#), all affiliate one-stop center locations must comply with applicable physical and programmatic accessibility requirements as set forth in [29 CFR part 38](#) and the implementing regulations of [WIOA \(Section 188\)](#). Contractor is prohibited from providing services to Youth Participants until the City has issued written authorization that the Contractor's third-party documentation verifying its location complies with these regulations has been received by the City and deemed sufficient.
5. Program Monitoring: Contractor will comply with [Board Policy 700.702 WIOA Program Monitoring](#).
6. Conflict-of-Interest: Contractor will have and maintain a conflict-of-interest policy. A copy of the Contractor's conflict-of-interest policy must be submitted to the City prior to Contract execution and as requested by the City.

K. Performance Measures

Contractor will:

1. Meet or exceed the goals listed in the Program Year's Contract Risk Assessment Monitoring (CRAM) Tool, which are updated and provided by the City via email annually following budget allocations for the number of OSY and ISY served and the negotiation of performance metrics every 2 years between the Board and the State of Arizona. Contract Goals definitions are available in Section 5 of [Board Policy 400.407 Performance Measures](#). The final CRAM Tool will be attached by the City to the purchase order(s) issued to the Contractor by July 31, or as needed. Adjustments may be requested as outlined below in **Section N (7)**.
2. Comply with [Board Policy 700.701 Contract Risk Assessment Monitoring Policy](#) regarding any required corrective action. Failure to address all elements of required action within the established timeframes may result in further action, up to and including termination of this Contract.

L. Outreach and Marketing

1. Contractor will implement an outreach and marketing plan to inform OSY and/or ISY, particularly among target populations and in high poverty areas, about available WIOA Youth Program services. Contractor is highly encouraged to engage Youth Participants in designing and planning targeted, culturally competent, outreach and engagement strategies. This outreach and marketing plan will be made available to the City as requested and when changes are made.
2. All outreach and recruitment materials created by Contractor must feature

approved ARIZONA@WORK branding and funding percentages and be approved by Board staff in writing prior to publication or distribution. Contractor will also coordinate with Board staff to ensure its information is accurately presented on the ARIZONA@WORK City of Phoenix website.

3. Contractor's outreach and marketing efforts will include:

a. Social Media:

- 1) Use social media outlets for outreach and recruitment purposes.
- 2) Implement a Board staff-approved social media plan that includes metric baselines and achievable goals.
- 3) Create and share City-approved video content to promote ARIZONA@WORK programs/services on any relevant streaming video media provider or social media platform.

b. Website:

- 1) Keep its organizational website updated with appropriate branding logos and funding information pursuant to the Stevens Amendment and [Board Policy 900.905 ARIZONA@WORK Brand Policy](#), relevant resources, event information, contact information, success stories, and a link to the ARIZONA@WORK website. The ARIZONA@WORK link must be available at all times on Contractor's website and follow the ARIZONA@WORK Style and Branding Guide in policy 900.905 ARIZONA@WORK Brand Policy and Equal Employment Opportunity (EEO) requirements.

c. Texting:

Communicate regularly with potential or actual Youth Participants regarding appointment reminders, checking-in, and invitations to workforce-related events.

d. Recruiters:

- 1) Actively involve Youth Participants in outreach and recruitment efforts.
- 2) Encourage Youth Participants to speak positively and honestly about their experiences with peers. Recruitment efforts performed by Youth Participants are allowable expenditures for paid WEX.

e. Scheduling:

Provide evening and weekend hours, and recruitment activities to accommodate potential youth or actual Youth Participant schedules, as needed.

f. Collaboration:

Develop partnerships, and execute agreements as needed, with other youth-serving organizations and conduct direct outreach to engage youth in a conversation about the program, both in person and virtually. These organizations may include partner agencies, community or faith-based organizations, and/or school districts that have historically served this same demographic of youth to create a direct pipeline for at-risk youth, youth who have dropped out of school, and/or youth on the verge of dropping out of school. Contractor will track all referrals to and from the partners on the City's referral system.

g. Support System:

Identify the persons in the Youth Participant's support system and include them, as much as possible, in activities to promote Youth Participant's continued success throughout the program.

M. Subcontractors

Subcontractor(s) will not be used to provide these services.

N. Proposed Budget and Financial Management System

Contractor's annual budget must:

1. Conform to the Uniform Guidance for allowable costs stated in [2 CFR Part 200](#).
 - a. Administrative costs, including both direct and indirect, cannot exceed 10% of the total annual budget as outlined in [Board Policy 100.107 Administrative Costs Policy](#).
2. Allocate at least 75% of the total annual budget to directly supporting OSY programs, with the remaining funding supporting ISY programs.
3. Allocate at least 22% of the total annual budget to WEX Expenditures. WEX expenditures will be tracked monthly and funding for the next quarter will be determined by actual WEX expenditures. Allowable WEX expenditures beyond wages can include staff time spent:
 - a. Identifying potential WEX opportunities,
 - b. Working with employers to develop and ensure a successful WEX,
 - c. Evaluating the WEX, Youth Participant WEX orientation sessions, classroom training, or the required academic education component directly related to the WEX and orientation for employers,

- d. Support services to assist removing barriers so Youth Participants can participate in a WEX or,
 - e. Any other costs as approved in City policies relating to WEX expenditures.
- 4. Include Youth Participants' training costs for Eligible Training Providers, which will be paid directly by the Contractor and then be submitted for reimbursement through the City's monthly invoice process with other expenses. Adjustments may be requested and will be approved as outlined below in **Item 7 (b)**.
- 5. Include leveraged resources. Contractor will provide the agreed upon leveraged resources outlined in the Budget unless adjustments are approved as outlined below in **Item 7 (b)**. Leveraged resources from other partners during the term of this Contract must be reported.
- 6. Be submitted as a Microsoft Excel document by April 15 each year beginning in 2027 to the City representative listed in **Section 18** via email for review. The annual Budget will be approved by the City through purchase order(s) that will be issued to the Contractor by July 31, or as needed.
 - a. The City has received and reviewed the Budgets from the Effective Date of this Agreement through June 30, 2027. The Budget for this Initial Program Term will be approved through purchase order(s) that will be issued to the Contractor within 45 days of the Effective Date of this Agreement, or as needed.
 - b. Any adjustments after the purchase order(s) have been issued must be submitted to and approved by the City Representative listed in **Section 18** via email. The adjustments may not exceed the amount authorized through the issued purchase order for that period.

Exhibit B
INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. 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 Contract.

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 Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor may purchase additional insurance as they determine necessary.

- 2.1. **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.

2.1.1. **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 be endorsed to include coverage for sexual abuse and molestation.
- The policy must name the City of Phoenix and State of Arizona as 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 Contract.
- There will be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix and State of Arizona as additional insured.
- City of Phoenix and State of Arizona is 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 and State of Arizona.

2.1.2. **Automobile Liability**

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix and State of Arizona as additional insured with respect to liability arising out of the

activities performed by, or on behalf of the Contractor, relating to this Contract.

- City of Phoenix and State of Arizona is 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 and State of Arizona.

2.1.3. **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 State of Arizona.
- 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.

2.1.4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of 2 years beginning at the time work under this Contract is completed.

- 2.2. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, 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 representative listed in **Section 18**.

2.3. **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 B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

2.4. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. 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 Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract must be sent directly to City representative listed in **Section 18**. 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 Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

2.5. **SUBCONTRACTORS:** Contractor’s certificates will include all subcontractors as additional insureds under its policies **OR** Contractor will 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 Contract’s Scope of Work 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 Contract.

2.6. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

Exhibit C
SUPPLEMENTAL TERMS AND CONDITIONS

1. TITLE

- 1.1. All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Contractor in the performance of this Contract are to be and remain “works for hire” under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the work(s) will belong to the City pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Contract is deemed to not be work for hire, then Contractor hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.
- 1.2. All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Contract before the final payment is made to Contractor.

2. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

2.1. Contractor and Subcontractor Workers Background Screening:

- 2.1.1. Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contractor’s Worker(s)”) that Contractor furnishes to the City pursuant to this Contract will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise addressed in the Scope of Work.
- 2.1.2. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- 2.1.3. The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.

- 2.1.4. The background screening requirements set forth in this section are the minimum requirements for the Contract. 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 Contract or Contractor's failure to comply with this section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Contract.
- 2.1.5. Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.
- 2.2. **Background Screening Level:** Because of the varied types of services performed, the City has established 2 levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.
- 2.3. **Maximum Risk Level:** A maximum risk background screening will be performed every 5 years when the Contract Worker's work assignment will:
- 2.3.1. work directly with vulnerable adults or children, (under age 18);
or
- 2.3.2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- 2.3.3. unescorted access to:
- City data centers, money rooms, high-value equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- 2.4. **Requirements:** The background screening for maximum 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 7 years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

2.5. **Additional Maximum Risk Background Checks:** Maximum screening will additionally require:

2.5.1. Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults)

2.6. **Background Checks for Employment through the Central Registry**

2.6.1. The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract. Contractor will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

2.6.1.1. Any person who applies for a contract with Arizona and that person's employees.

2.6.1.1.1. All employees of a Subawardee (Contractor).

2.6.1.1.2. A Subawardee of a Subawardee (Contractor) and the Subawardee(s) employees; and

2.6.1.1.3. Prospective employees of the Subawardee (Contractor) at the request of the prospective employer (City).

2.6.1.2. Volunteers who provide direct services to children or vulnerable adults will have a Central Registry Background Check, which is to be used as a factor to determine qualifications for volunteer positions.

2.6.2. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

- 2.6.3. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons will certify on forms that are provided by the City whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 2.6.4. A person awaiting receipt of the Central Registry Background Check may provide direct services to City clients after completion and submittal of the Direct Service Position certification form if the certification states:
 - 2.6.4.1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 - 2.6.4.2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 2.6.5. If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person will be prohibited from providing direct services to City clients.
- 2.6.6. Contractor will maintain the Central Registry Background Check results and any related electronic forms or documents in a confidential file for 5 years after termination of this Contract.
- 2.7. **Contractor Certification; City Approval of Maximum Risk Background Screening:**
 - 2.7.1. Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:
 - 2.7.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
 - 2.7.1.2. submitting pass/fail results to the City for approval; and,
 - 2.7.1.3. for reviewing the results of the background check every 3 to 5 years, dependent on scope; and,

- 2.7.1.4. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 2.7.1.5. Submitting the list of qualified Contract Workers to the contracting department; and,
 - 2.7.1.6. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- 2.7.2. 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 Contract apply.
 - 2.7.3. By executing this Contract, 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.
 - 2.7.4. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
 - 2.7.5. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
 - 2.7.6. By executing this Contract, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
 - 2.7.7. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers

proposed by Contractor for performing work under this Contract. A Contract Worker rejected for work at a maximum risk level under this Contract will not be proposed to perform work under other city contracts or engagements without city's prior written approval.

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

2.9. **Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to the City's entry into this Contract 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 Contract, 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 Contract. 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 Contract 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 Contract.

2.10. **Continuing Duty; Audit:** Contractor's obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this Contract. Contractor will notify the City immediately of any change to a background screening of a Contract Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

2.11. **Variances and Exemptions:**

There are federal and state regulations that necessitate an exemption from this policy. Contract Workers who fall under the following areas may be considered exempt from this policy:

2.11.1. Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card (e.g. Human Services, Housing, Parks, and Aviation Departments).

- 2.11.2. Other background checks performed within the last 3 to 5 years may be approved if they fit all required criteria herein.

3. SUPPLIER PROFILE CHANGES

It is the responsibility of the Contractor to promptly update their profile in procurePHX at www.phoenix.gov/procure. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

4. ESTIMATED QUANTITIES OR DOLLAR AMOUNTS

Quantities and dollar amounts listed are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this Contract, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting Contract is to supply the City with its complete actual requirement for the Contract period.

5. PERFORMANCE INTERFERENCE

Contractor will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the Contract and confirm it in writing within 24 hours.

Department Contact: Rebecca Tierney
Phone: 602-256-3174

6. COOPERATIVE AGREEMENT

- 6.1. In addition to the City and with approval of the Contractor, this Contract may be extended for use by other municipalities and government agencies in the State of Arizona.
- 6.2. A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City will not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.

7. ADVERTISING

Contractor will not advertise or publish news releases concerning this Contract without the prior written consent of the Department Director, and the City will not unreasonably withhold permission.

8. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.

9. STRICT PERFORMANCE

Failure of either party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

10. LICENSES AND PERMITS

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

11. TRANSITION OF CONTRACT

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this Contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this Contract.

12. FEDERAL IMMIGRATION AND NATIONALITY ACT

12.1. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act. (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor will obtain statements from its subcontractors certifying compliance and will furnish the statements to the Representative listed under Notices upon request. These warranties will remain in effect through the term of the Contract. The Contractor and its subcontractors will also maintain Employment Eligibility Verification forms (I9) as required by

the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I9 forms are available for download at uscis.gov.

- 12.2. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. If the State suspects or finds that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

13. SANCTIONS AND CORRECTIVE ACTIONS

- 13.1. The City may issue Demand for Assurance notices to the Contractor for failure to comply with any of the conditions, requirements or clauses contained in this Contract. This Demand for Assurance will include the citation from the Contract that the City requires the Contractor to remedy, the required time frame for a response from the Contractor, what required documents will be sent with the response and to whom the response will be sent. Failure to comply with the requirements set forth in the Demand for Assurance, and any corrective action agreed to by the City, may result in the actions outlined below.
- 13.2. Pursuant to Notice of Proposed Rule Making (NPRM) 683.700, the City may impose sanctions and corrective actions on recipients (Contractor) and sub recipients (subcontractors) of WIOA grant funds as follows:
 - 13.2.1. Except for actions under WIOA section 188(a) the City uses the initial and final determination procedures outlined in NPRM 683.440 to impose a sanction or corrective action. To impose a sanction or corrective action for a violation of WIOA section 188(a) the City will use the procedures set forth in that regulatory part.
 - 13.2.2. The City may impose sanctions or corrective action for noncompliance with the uniform administrative requirements set forth under section 184(b) (1) and NPRM 683.700 Sanctions or corrective action will be applied for substantial violations of WIOA statutory and regulatory requirements.
- 13.3. Pursuant to NPRM 683, the City will impose fiscal sanctions if a Contractor fails the same performance measure(s) in 3 or more consecutive years. The sanction will be applied to the area of funding (i.e., Adult, Youth Dislocated Worker, or Rapid Response) in which the failed performance measure(s) applies.

13.4. Sanctions collected will be held by the City and the Contractor may receive the sanctioned funds if the performance for the failed measure(s) is rectified and the local area passes the performance measure in the next reporting cycle (i.e., October of the following year). If the Contractor does not rectify performance in the next reporting cycle, the funds will revert to the City.

14. CLEAN AIR AND WATER ACT

The Contractor must be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368) Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

15. ENERGY POLICY AND CONSERVATION ACT

The Contractor must adhere to the standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16. DEBT COLLECTION AND AUDIT RESOLUTION

The Contractor must comply with P.L. 105-220 Sections 128, 133, and 184; 20 CFR Part 652, Subpart D, E and G; 20 CFR Part 667 Subparts D - H; 29 CFR Parts 95, 96, 97, and 99; OMB Circular A-21. The Contractor must comply with 2 CFR 200 and all subparts. The Contractor is required to adhere to Federal Acquisition Regulation 97- 03 Part 31; ADES Policies 1-47-01 and 1-47-08.

16.1. Among the required controls specified in NPRM 683.750 is the process for collecting debts. NPRM 683.410 states it is the responsibility of the Contractor, sub-grantee, sub-recipient and/or service provider to conduct regular oversight and monitoring of its WIOA activities to determine whether expenditures made against the cost categories are within the cost limitations specified in WIOA laws and regulations.

17. RIGHT TO ASSURANCE

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the City may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of "Days" specified in the demand may, at the City's option be the basis for terminating the Contract under the rights and remedies available by law or provided by this Contract.

18. DRUG-FREE WORKPLACE

The Contractor agrees to comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690). This law requires the Contractors and subcontractors of federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving a contract, or grant.

19. REQUIREMENTS

As part of the Contract process, the City will determine a sub-recipient or vendor relationship and notify the Contractor in writing within 30 days of commencement. Depending on this determination, one or more of the following audit requirements will apply:

19.1. Sub-Recipient-Federal Funds over \$750,000: In compliance with the Federal Single Audit Act (31 U.S.C. Section 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Contractors designated as sub-recipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal Funds from all sources totaling \$750,000 or more, must have an annual audit conducted in accordance with the audit and reporting standards as prescribed in Uniform Guidance 2 CFR Part 200. The audit must include the Reporting Package as outlined in 2 CFR Part 200 which requires the City's contract numbers and award amounts to be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. The Contractor's auditor will certify the audit was conducted in accordance with 2 CFR Part 200. After completion of the audit, the Contractor will submit 2 copies of the Audit Report, Management Letter and Auditor's Opinion within thirty (30) days to the City representative designated to receive notices. The Audit will be completed within a reasonable time after the end of the Contractor's fiscal year, but not later than 9 months after the Contractor's fiscal year in which this Contract expires.

19.2. Sub-Recipient-Federal Funds under \$750,000: The Contractors expending less than \$750,000 in Federal Funds from all sources are exempt from Federal audit requirements of Uniform Guidance 2 CFR Part 200 for that year. However, an annual financial audit, performance audit, evaluations, inspections, or reviews may be required by the City.

20. RESCISSION OF FUNDS

If the Federal Funding Source informs the City that it is rescinding funding from the City and where the City must in turn rescind from a Contractor(s) who may hold one or more contracts for services funded under the specified Federal Funding Source, the City may take action in the following sequence.

- 20.1. Rescind the required amount of funds from unexpended funds to the designated previous period(s) of time.
- 20.2. Rescind the required amount of funds from unexpended funds to the designated current period(s) of time.
- 20.3. Decrease the required amount of funds from funds from a designated future period(s) of time.

21. SUSPENSION OR DEBARMENT

- 21.1. The City may, by written notice to the Contractor, immediately terminate this Contract if the City determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. If the Contractor becomes suspended or debarred, the Contractor will immediately notify the City. Contractors must not make any award or permit any award (sub-recipient or vendor) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.
- 21.2. The Contractor certifies to the best of its knowledge and belief, that is and its sub-recipients:
 - 21.2.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - 21.2.2. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 21.2.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 27.2.2 of this certification; and
 - 21.2.4. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

22. ALLOWABLE COSTS

The Contractor will comply with the following Cost Principles, as applicable, to determine allowable incurred costs for the purpose of reimbursing costs under the terms and conditions of this Contract. The Contractor certifies that funds received under this Contract will be expended to achieve the purposes of this Contract and to meet costs defined as allowable by the federal funding agency or the following federal guidelines.

- OMB Circular A-21 for educational institutions
- OMB Circular A-87 for State, local and Indian Tribal Governments OMB Circular A-122 for Non-Profit organizations
- Uniform Guidance 2 CFR Part 200

23. SUBSTANTIAL INTEREST DISCLOSURE

23.1. The Contractor will not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in the Contractor's organization or with which the Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Contractor has made a full written disclosure of the proposed payments, including amounts, to the City.

23.2. Lease contracts, rental contracts, or purchase of real property covered by 29.1 of this section will be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate. For the purpose of this Section, "relative" will have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

24. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of their knowledge and belief, that:

24.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency. This applies to a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant. Including the making of any Federal, loan the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 24.1.1. If any funds other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency. A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 24.1.2. The Contractor will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- 24.1.3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

25. SMOKING POLLUTION CONTROL MEASURES

The Contractor will be subject to the provisions of City Ordinance No. G-2865, as amended, "the Smoking Pollution Control Ordinance," effective July 1, 1986, A.R.S. § 36-601-01, and the Pro-Children Act of 1994, 20 USC 7183 (which prohibits smoking in any indoor facility or portion of a facility [owned, leased, or contracted for] used for the routine or regular provision of federally funded health care, day care, or early childhood development, including WIOA Services to youth under the age of 18). These laws regulate smoking in places of employment and enclosed public places located within the City of Phoenix.

26. DISPOSITION OF PROPERTY

- 26.1. **Transfer/Surplus of Equipment with a Property Value Less than \$10,000:** Items of equipment with a current per unit fair market value of Less than \$10,000 may be retained, sold, or otherwise disposed of with no further obligation to the Federal awarding agency. If property is deemed worthless, documentation must be provided to establish this fact. Property may not be donated to another agency unless it is worthless. An appraiser may establish value. The Equipment Transfer/Surplus Request (J-320) disposition record must be kept for any transaction in accordance with EA/WIOA Section.

Record retention requirements and WIOA Inventory Equipment Database or other internal inventory system annotated accordingly. The Contractor and/or service provider may sell the property and retain the proceeds for use in WIOA programs or divided in accordance with terms of local agency cost sharing agreement.

- 26.2. **Calculation of "Fair Market Value":** The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the Contractor and/or service provider has a fair market value based on similar items that are offered for sale, using the selling price if known.
- 26.3. **Property Records Retention:** All property records must be maintained from date of acquisition, through final disposition. The Contractor and/or service providers must also retain these records for a period of 5 years from the date of their last expenditure report. If any litigation, claim, negotiation, or audit is started before the expiration of the 5-year period, all records related to this Contract must be retained until all findings have been resolved and final action taken or until the end of the regular 5-year period, whichever is later.
- 26.4. **Inventory Records:** The Contractor and/or service providers must maintain accurate inventory records of expendable leased/purchased (value \$2,000.00 to \$4,999.99), and non-expendable leased/purchased equipment \$5,000 or more with WIOA funds. Property records must include:
- Asset Number
 - Description
 - Manufacturer
 - Number
 - Date
 - Location
 - Cost

The Contractor and service providers are required to submit an inventory report for all property leased/purchased with WIOA funds costing more than \$2,000.00 to the Community and Economic Development Fiscal Section by July 1 of each year.

- 26.5. **Prior Approval Equipment with a Property Value \$5,000 or more:** Before allocating WIOA funds for any non-expendable tangible property purchase (including software purchases) with a per unit cost of \$5,000 or more, or total purchase cost exceeds \$10,000, the Contractor and/or service provider must complete a "WIOA Pre-Approval of Equipment & Vehicles

\$5,000 or More Questionnaire" form that must be signed by the Contractor Director or Designee.

- 26.5.1. The signed form must be forwarded to the Community and Economic Development Fiscal Section for review, approval, or disapproval action.
- 26.5.2. When an approval decision is rendered, the Community and Economic Development Fiscal Section will return the signed questionnaire to the Contractor Director or Designee. Upon receipt of the signed and approved questionnaire, the Contractor can proceed to purchase the equipment or property.
- 26.5.3. When a decline decision is rendered, the Community and Economic Development Fiscal Section will specify the reason for disapproval and return the signed questionnaire to the Community and Economic Development Business and Workforce Deputy Director (BWDD). The BWDD may appeal this decision to the Community and Economic Development Fiscal Section.

27. COMPETITIVE BIDDING

If the purchase of supplies and equipment has been authorized in this Contract, the Contractor will procure all such items in accordance with Uniform Guidance 2 CFR Part 200, at the lowest practicable cost and will purchase all non-expendable items costing \$1,000 or more and having a useful life of more than 1 year, through a generally accepted and reasonable competitive bidding process. Any procurement in violation of this provision will be considered a financial audit exception. The Contractor will expend the City funds in a manner that would serve the public interest and honor the public trust.

28. PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, will clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

29. SUBCONTRACTORS

The Contractor will not enter into any sub-contract under this Contract without the advance written approval of the City. The sub-contract will incorporate by reference

the terms and conditions of this Contract. Upon request, the Contractor will provide copies of sub-contract relating to the delivery of Services.

30. PROCUREMENT OF RECOVERED MATERIALS

30.1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

30.2. Paragraph (37.1) of this clause will apply to items purchased under this Contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this Contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

31. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

31.1. This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

31.2. Contractor will 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.

32. 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:

- 32.1. The Contractor will maintain a written code or standards or conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- 32.2. No employee, officer, or agent of the Contractor will participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would 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.
- 32.3. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

33. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

- 33.1. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Contractor will constitute an event of default or breach of this Contract, unless previously approved by the City in writing, and will constitute sufficient reason for termination of this Contract by the City.
- 33.2. Prior to entering into and during the time period covered by this Contract, the Contractor will disclose any information related to the preceding paragraph. This disclosure requirement will 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 will constitute a default.

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

Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, Contractor must 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 will include the following:

- 34.1. Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.

- 34.2. Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- 34.3. 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.
- 34.4. Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- 34.5. 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.
- 34.6. Comply with the applicable requirements of the City's Small and Disadvantaged Business Enterprise Policy Plan.
- 34.7. Include affirmative steps, 44.1 through 44.6 in any subcontract.

35. DOL FEDERAL AWARD TERMS AND CONDITIONS

- 35.1. The FY2024 DOL Federal Award Terms and Conditions are incorporated herein and made a part hereof by reference.