

CITY OF CHARLOTTE

CITYWIDE RECORDS PROGRAM

PUBLIC RECORDS REQUEST #2626

The following materials have been gathered in response to public records request #2626. These materials include:

RFP #269-2019-100 Winning Proposal - Job & Career Readiness Training - MYEP

For further information about this request or the Citywide Records Program, please contact:

Cheyenne Flotree

Citywide Records Program Manager
City of Charlotte/City Clerk's Office
600 East 4th Street, 7th Floor
Charlotte, NC 28202
cheyenne.flotree@charlottenc.gov



REDEFINING THE CUSTOMER EXPERIENCE!



JOB AND CAREER READINESS TRAINING FOR MAYOR'S YOUTH EMPLOYMENT PROGRAM

RFP # 269-2019-100



CHARLOTTESM

Contact Details:

Larry Parrish
Chief Experience Officer
Next Level Experience
Larry@nlexp.com
240-695-3776 (cell)

A. Transmittal Letter

On behalf of Next Level Experience, LLC, I am pleased to present you with the enclosed proposal. I am certain you will find that our expertise in the field of Youth training is world-class.

Next Level Experience is a full-service training company dedicated to providing memorable and interactive training experiences.

We accept all RFP Contract terms and conditions and attest to this proposals accuracy.

Thank you for the opportunity to serve you. We look forward to speaking with you again after you have reviewed the proposal.

Name: Larry Parrish

Address: 2470 Lantana Dr. Upper Marlboro MD, 20774

Email: Larry@nlexp.com

Phone: 240-695-3776

Website: www.nlexp.com

NAICS codes: 541611, 541613, 611430

EIN #: 461451486

RFP #: **269-2019-100**

Larry Parrish – CEO of Next Level Experience, LLC

A. Cover Letter

Next Level Experience is a full-service training company dedicated to providing memorable and interactive Youth training workshops.

Our workshops are highly interactive, engaging and customized to meet the needs as outlined in RFP # 269-2019-100. Our instructors/curriculum developers have over 70 years of combined experience in creating memorable learning experiences for participants of all ages. Next Level has conducted this training over the past 5 years for the City of Charlotte and Washington, DC and the feedback has been overwhelmingly positive.

Our training program is aimed at ensuring program youth are equipped with the skill sets and qualifications needed to acquire a job and succeed in the workplace. Additionally, we want to ensure that program youth meet the Host Employers expectations for MYEP interns. The specific objective is to deliver a 6-hour Job and Career Readiness training curriculum, which includes resume writing, interviewing skills, customer service, job readiness, social-emotional intelligence, and financial literacy education. Each program youth will receive a Job & Career Readiness Training Handbook.

Summary of Approach to Deliver the Services:

- We will customize and print training materials for approximately 2040 participants.
- Our training topics will include resume writing, interviewing skills, customer service, job readiness, social-emotional intelligence, and financial literacy education delivered over 6 hours.
- We will have break-out sessions before lunch (2 sessions where the participants will be broken into 2 groups and rotate between the sessions. A general session after lunch to bring everyone together and to continue to the learnings in an interactive and engaging environment.
- To ensure the training is impactful, we will leverage videos, learning games, role plays, PowerPoint, interactive polling clickers and much more.
- A graduation ceremony (with custom cake) will be held at each school after the training.

Why Next Level Experience, LLC

- Successfully led the Youth program for the City of Charlotte and Washington, DC over the past 5 years.
- Have the expertise to create a customized training approach that will yield outstanding results and increased youth engagement.
- Having been senior executives in a fortune 10 company, we know the success profile of Youth in the workplace and the necessary skills to be effective and engaged.
- Workshops are highly interactive with a focus on “role playing” and “doing.”
- Have the expertise to create a customized training approach that will yield outstanding results and increased employee engagement.

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- 100% of our clients brought us back after experiencing one of our interactive workshops.
- We do not outsource our training facilitators. The founder and/or co-founder of Next Level Experience will be at each training and lead the interactive workshops.
- Created a mentorship program dedicated to improving the opportunities for Charlotte based youth.

Point of Contact/Executive:

Name: Larry Parrish, CEO of Next Level Experience

Email: Larry@nlexp.com

Phone: 240-695-3776

Website: www.nlexp.com

EIN #: 461451486

B. Proposed Solution

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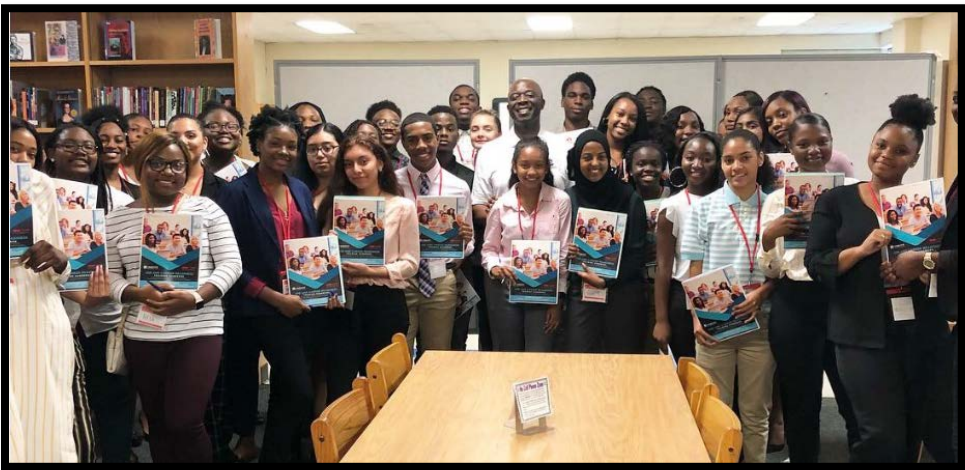
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EAST MECKLENBURG HIGH SCHOOL



NORTH MECKLENBURG HIGH SCHOOL



Experience and Qualifications

About Next Level Experience, LLC

We have over 70 years combined experience in a Fortune 10 company focused on creating the next generation of leaders. We know what it takes to empower our Youth to take their skills to the next level.

Clients:

We have developed and facilitated workshops for the clients listed below:

- City of Charlotte (State Gov.)
- H Street Main Street (Non-profit)
- District of Columbia: Department of Transportation (State Gov.)
- Washington Metropolitan Area Transit Authority (State Gov.)
- Hartsfield-Jackson Atlanta International Airport (Business)
- Pension Benefits Guaranty Corporation (Federal Gov.)
- District of Columbia: Department of Employment Services/H Street (State Gov.)
- State of Maine Department of Labor (State Gov.)
- PenFed Credit Union (Bank)
- Thrift Savings Plan (Federal Gov.)
- Sahouri Insurance Agency (Business)
- Howard University (Hospital)
- MedStar Health (Hospital)
- Bozzuto Real Estate Management (Business)
- Sports Pro Physical Therapy, LLC (Business)
- DTT, USA -Call Center / (Business)
- Washington DC Chamber of Commerce (Business)
- Children's Hospital (Hospital)
- Providence Hospital (Hospital)
- Cassaday & Company (Business)

Feedback from the 2018 Charlotte MYEP program:

In partnership with MYEP, Next Level Experience conducted a survey with students that completed the Next Level training. The students showed a great improvement in proficiency when you compare their responses pre and post training.

Survey Results				
		<i>Scaled 1-5</i>		
		Mean	Median	Mode
Question 6				
How knowledgeable are you on the most effective process to prepare for a successful job interview?	Pre-Training	3.25	3.00	3.00
	Post-Training	4.64	5.00	5.00
	Change	1.39	1.00	1.00
Question 7				
How confident are you in your ability to answer tough interview questions when interviewing for your next job?	Pre-Training	3.23	3.00	3.00
	Post-Training	4.30	4.00	5.00
	Change	1.07	1.00	1.00
Question 8				
How familiar are you with the top customer service skills needed to be successful in the workplace?	Pre-Training	3.50	4.00	4.00
	Post-Training	4.61	5.00	5.00
	Change	1.11	1.00	1.00
Question 9				
How knowledgeable are you with the best methods to effectively communicate with email in the workplace?	Pre-Training	3.45	4.00	4.00
	Post-Training	4.59	5.00	5.00
	Change	1.14	1.00	1.00
Question 10				
How familiar are you with the different type of checking and savings accounts and how to choose the one that is best for you?	Pre-Training	2.98	3.00	3.00
	Post-Training	4.36	5.00	5.00
	Change	1.38	1.00	1.00

Our Approach:

Next Level Experience prides itself in its ability to create interactive, fun and engaging workshops to ensure all participants walk away energized and excited to apply what they learned. In order to ensure that all participants are engaged, we will leverage multiple learning methods. These methods include but not limited to:

- Interactive role plays
- Team activities
- Simulations
- Games
- Prizes for winning teams and most engaged
- Graduation ceremony with cake at the end of the training

Our Mission:

Our mission is to enable the Youth to be successful by having the required skills that employers demand. We provide customized services tailored to meet the specific and ever-changing environment and expectations of leaders in all industries. We build value for our clients through the strength of our knowledge, research, industry leading best practices and programs that consistently produce superior results.

About the Next Level Experience Team

Larry Parrish,

Chief Experience Officer/Lead Facilitator

Mr. Parrish serves as the Chief Experience Officer and Lead Facilitator at Next Level Experience, LLC. Mr. Parrish has been advising and delivering a world-class customer experience and developing and growing leaders for over 20 years. He has held senior executive positions with Bank of America for over 10 years. During his time at Bank of America, his market, which consisted of 40 branches, led the country in customer satisfaction by creating leaders. Most recently, Mr. Parrish was the Service Optimization Executive for Bank of America overseeing a team of leaders who were focused on developing talent and increasing customer satisfaction across all 5,500 branches. In addition to this role, Mr. Parrish led the national Summer Youth program for Bank of America across 4 cities. His work with the youth focused on creating and empowering future leaders.

Mr. Parrish is also the author of a book on customer service entitled "The Next Level Experience." This book was read by executives at Ford Motor Company, Bank of America, Amazon and employees at multiple local and federal agencies.

Next Level Community Impact was founded by Mr. Parrish to mentor Charlotte based Youth. This program has found great success with over 100 youth participated and graduated from the program.

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Walee Bissiso,

Chief Curriculum Writer and Instructional Designer

Mr. Bissiso previously, held senior positions at Fortune 10 companies leading the training and readiness for 10,000+ employees. He has the knowledge necessary to exceed any client's expectations.

Mr. Bissiso received his undergraduate degree from the George Washington University, a Master of Science degree in Marketing and a Master of Business Administration degree from the Johns Hopkins University with a focus on leadership.

Mr. Bissiso is the creator of "60 Days to a Happier you." This interactive solution inspires employees and supervisors to find their inner happiness. In doing so, they will see an improvement in their attitude and thus deliver more effective and understanding leaders.

Ernestine Jones

Senior Consultant/Instructional Designer

Ms. Jones is a certified six sigma master black belt with over 20 years of demonstrated success in operations, strategy development & execution, process improvement, project management, risk/audit and quality management. She has worked 100% of her career in regulated industries inclusive of automotive, medical, energy, and financial. Additionally, Ms. Jones has a strong history of developing strategies and implementing programs that have driven solid business results in the areas of customer service, financial literacy and entrepreneurship.

Nicci Martin

Senior Consultant/Instructional Designer

Ms. Martin is a Senior Consultant and Instructional Designer at Next Level Experience, LLC. Ms. Martin, former IBM GBS Managing Consultant, has more than 20 years of experience in all phases of performance-based training, including needs analysis, design and development of innovative training programs for Fortune 100, Fortune 500 and public sector organizations. Ms. Martin has a Master of Science in Instructional Design, Development and Evaluation from Syracuse University. In addition to designing programs for Next Level Experience, Ms. Martin is an adjunct instructor at Prince George's County Community College.

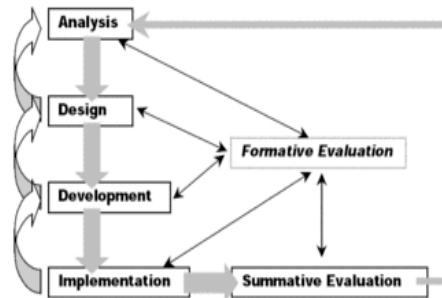
Angel Alba

Facilitator

Mr. Alba is a seasoned facilitator with a strong gift of connecting with his audience. He has travelled across the country facilitating workshops. His work has been recognized by the Maine Department of Labor where he conducted customer service and leadership workshops. In addition, his facilitation around job readiness/customer service at PenFed bank led to Next Level becoming a consultant to the organization.

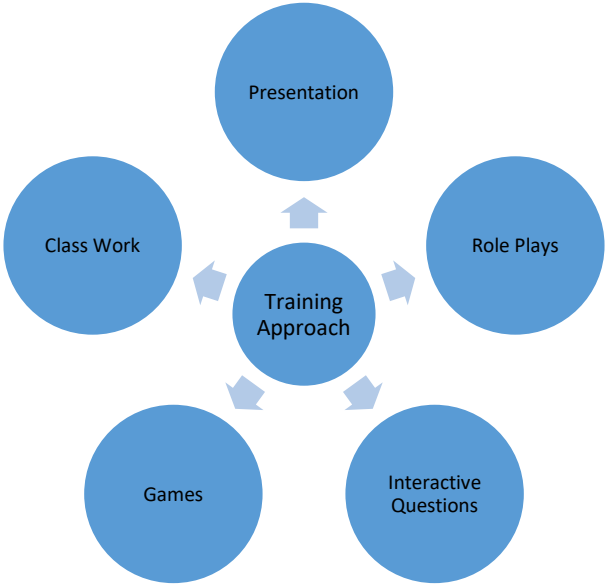
Our Approach

We recognize that no two organizations are the same. That is why each of our training programs and workshops are uniquely designed to deliver the specific outcomes desired by MYEP. However, our instructional design framework is based on the ADDIE Instructional Model. The ADDIE model is a systematic approach to the instructional design process, which provides a framework to ensure that our instructional products are effective, and our creative processes are as efficient as possible. This model generally consists of five cyclical phases – Analysis, Design, Development, Implementation and Evaluation.



- **Analysis**
In the analysis phase, the instructional problem is clarified, the instructional goals and objectives are established and the learning environment and learner's existing knowledge and skills are identified.
- **Design**
The design phase deals with learning objectives, assessment instruments, exercises, content, subject matter analysis, lesson planning and media selection.
- **Development**
The development phase is where our instructional designers and developers create and assemble the instructional products (e.g., workbook, handout, exercises, assessments).
- **Implementation**
During the implementation phase, a Train-the-Trainer session is conducted; the facilitators' training covers the course curriculum, learning outcomes, method of delivery, and testing procedures.
- **Evaluation**
The evaluation phase consists a summative evaluation, which consists of surveys and analyses of relevant data to see impacts of training.

Our in-person training is facilitated with various interactive exercises using a multi-sensory training approach, which enhances participation, understanding and absorption of new ideas and information. Our Leadership training modules are designed to offer different role play exercises, class work, interactive questions, games and presentations, so that all key skills are utilized.



Here are some examples of the many tools we use to keep the attention of the learners and emphasize the key points from the workshops:

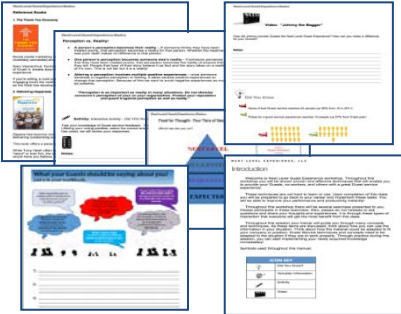
- 1. Interactive polling clickers (to ensure all learners are following along and retaining the key points):



- 2. Red carpet experience + framed photo (to show participants how great it feels when you lead and treat people right):



- 3. Customized workbook (that can be leveraged after the workshop as a great resource and guide):



- 4. Interactive games (to keep it exciting):



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5. Customized certificates (to remind them that they are certified):



6. Next Level Experience Book (prizes and giveaway):



7. 60 Days to Happiness (prizes and giveaway):



Each workshop participant will receive:

Each workshop participant will receive:

1. Customized workbook
2. Custom video (video will be used in the workshop)
3. Red carpet photo
4. Frame for photo
5. Youth tool-kit
6. Hand-outs
7. Multiple interactive activities
8. Pens
9. Certificate for participants with certificate holder
10. Custom cake to share

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Training Plan:

On average, it takes 5 – 6 weeks to create a new curriculum. Below is our process. Please note that we are very flexible and will work with the client to make it as seamless as possible.

Phase	Task ID	Task	Owner
ANALYSIS (2 wks)	100	Conduct Project Kick-off Meeting	MYEP
	101	Define/review training requirements	MYEP
	102	Conduct Audience Analysis including any special learning requirements	NLE
	103	Identify the total number of trainees and class size	MYEP /NLE
	104	Identify Stakeholders	NLE
	105	Compile training requirements and audience analysis into an Audience Analysis Report	NLE
DESIGN (2 wks)	200	Bring in all team members	NLE
	201	Identify any pre-requisite courses, skills or knowledge required prior to attending courses	NLE
	202	Determine learning objectives	NLE
	203	Develop course curriculum	NLE
	204	Submit course curricula for review	NLE
	205	Review and provide feedback	MYEP
	206	Update course curricula	NLE

Phase	Task ID	Task	Owner
DEVELOPMENT (2 wks)	300	Develop course content	NLE
	301	Leverage content from client to develop additional content (if client requires this)	NLE
	302	Develop Train-the-Trainer content (if applicable)	NLE
	303	Submit course materials for review	NLE

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	304	Review content and provide feedback	MYEP
	305	Update course content	NLE
	306	Publish course content	NLE
IMPLEMENT/DELIVER	400	Identify and evaluate facilities	MYEP
	401	Reserve training classrooms	MYEP
	402	Schedule training classes	MYEP
	403	Develop course description for participants	NLE
	404	Enter class information into the LMS	MYEP
	405	Send class invitations to participants	MYEP
EVALUATION (on-going)	406	Develop course evaluation form	NLE
	500	Analyze Level 1 Evaluation feedback and prepare a post evaluation feedback report	NLE
	501	Submit Final Evaluation Report	NLE
	502	Conduct final follow up meeting	NLE

Best practices leveraged by Next Level in designing, developing, delivering and assessing impact of training:

Next Level conducts a workshop survey at the end of each day of training. This allows us to make enhancements real-time based on the needs and knowledge of the trainees. We analyze all the feedback we receive and will recap it for leadership on a weekly basis with our recommendations should we need them.

We leverage the Kirkpatrick's Four-Level Training Evaluation Model to help us objectively analyze the effectiveness and impact of our training.

The Four Levels of measurement

The four levels are:

1. Reaction
2. Learning
3. Behavior
4. Results

Level 1: Reaction

This level measures how your trainees (the people being trained), reacted to the training. Obviously, we want them to feel that the training was a valuable experience, and we want them to feel good about the instructor, the topic, the material, its presentation, and the venue.

It's important to measure reaction, because it helps us understand how well the training was received by your audience. It also helps us improve the training for future trainees, including identifying important areas or topics that are missing from the training.

Level 2: Learning

At level 2, we measure what our trainees have learned. How much has their knowledge increased as a result of the training?

When we plan the training session, we start with a list of specific learning objectives: these should be the starting point for our measurement. Keep in mind that you can measure learning in different ways depending on these objectives, and depending on whether we're interested in changes to knowledge, skills, or attitude.

Level 3: Behavior

At this level, we evaluate how far our trainees have changed their behavior, based on the training they received. Specifically, this looks at how trainees **apply** the information.

It's important to realize that behavior can only change if conditions are favorable. For instance, imagine you've skipped measurement at the first two Kirkpatrick levels and, when looking at your group's behavior, you determine that no behavior change has taken place. Therefore, you assume that your trainees haven't learned anything and that the training was ineffective.

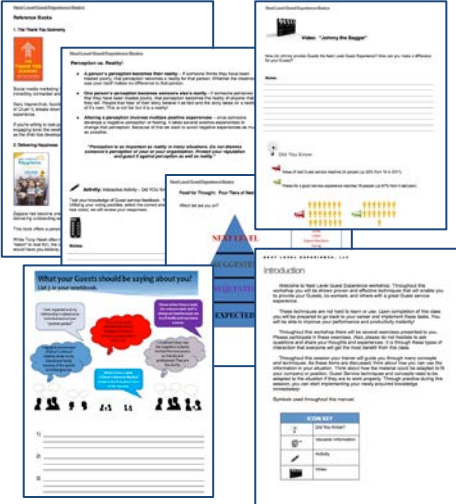
However, just because behavior hasn't changed, it doesn't mean that trainees haven't learned anything. Perhaps their boss won't let them apply new knowledge. Or, maybe they've learned everything you taught, but they have no desire to apply the knowledge themselves.

Level 4: Results

At this level, you analyze the final results of your training. This includes outcomes that you or your organization have determined to be good for the organization, good for the employees, or good for the bottom line.

Workforce Development Training Workbook

Next Level Experience, LLC will create a customized Workforce development Training workbook for use by MYEP. Each student will receive a workbook for use in the training session and as a reference.



Course Outline:

Below is the proposed training course outline based on the requirements outlined in the Request for Proposal. The content will be customized to meet the needs of MYEP.

Breakout Session #1: Customer Service and Social-Emotional Intelligence Training

Lesson Objectives

At the conclusion of this module, students will be able to demonstrate:

- Tone, communication, active listening, and body language;
- Email and telephone etiquette;
- Conflict resolution and service recovery;
- Informing supervisor about project status;
- Customer satisfaction and follow-up
- Social/Interpersonal Competencies
- Cultural awareness/diversity sensitivity
- Behave according to social norms
- Good manners
- Acceptable body language
- Receptive to feedback, flexible, good attitude
- Action Planning and Goal Setting
- Learn effective goal-setting skills
- Differentiate between types of goals (e.g., short-term, long-term, action-oriented, and outcome-based)
- Learn tips to maintain focus

Module Length

- 2 hours

Course Materials

- Workbook / Handouts
- Workshop Scenarios
- “Toolkit”
- Interactive Polling Device
- Videos

Course Outline

Session	Topic	Training Media
20 minutes	<p>Tone, communication, active listening, and body language</p> <ul style="list-style-type: none"> • Interactive Questions: Attendees will have a voting device to test their knowledge • Video and reflection moment: “Johnny the Bagger” • Activity: What my tone and body language are “really” saying • Top 5 practices to be an effective non-verbal communicator • Activity: What did they say (non-verbal communication activity)? • Role plays 	<ul style="list-style-type: none"> ▪ Interactive Polling Device ▪ Digital Slide Presentation Video ▪ Workbook Activities
15 minutes	<p>Email and telephone etiquette</p> <ul style="list-style-type: none"> • Activity: Rate the email • Perception vs. Reality when communicating via email and phone • 10 email non-negotiables • Activity: Answering the phone and leaving a voicemail • Video: What would you do? • Creating your email address 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Workbook Activities
15 minutes	<p>Listening and Talking to the Customer</p> <ul style="list-style-type: none"> • Learn to Listen • Talking to your customers using “positive” language in every interaction • Activity: Positive Language • Best Practices to Deal with Difficult Situations 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Workbook Activity

Session	Topic	Training Media
15 minutes	<p>Conflict resolution and service recovery</p> <ul style="list-style-type: none"> • Six pitfalls when dealing with difficult situations • What Not to Say • Role Plays: How would you handle this situation? • How to turn a customer’s frown upside down. • Negotiating conflict tools and resources 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation
15 minutes	<p>Next Level Experience (internal and external customers)</p> <ul style="list-style-type: none"> • What is the Next Level Experience • 5 ways to deliver the Next Level Experience • Tips and tools to stay positive at all times • How to keep your manager and teammates updated • Role Plays: What would you do? • How to stay focused at all times • Common distractions in the workplace 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Polling Device ▪ Activity
15 minutes	<p>Social/Interpersonal Competencies, Cultural awareness/diversity sensitivity and your manners</p> <ul style="list-style-type: none"> • Why Diversity is great • How to get rid of “pre-conceived notions” • Activity: What should you do? • Top 10 tips to be inclusive and culturally aware • Manners that matter – top 5 manners that are non-negotiable 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Polling Device ▪ Activity
15 minutes	<p>Goal Setting</p> <ul style="list-style-type: none"> • Importance of SMART goals • Activity: How to create goals • Difference between long-term and short-term goals • Best ways to hold yourself accountable to your goals 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Polling Device ▪ Activity

Session	Topic	Training Media
	<ul style="list-style-type: none"> • 3 key ways to create an action plan • Activity: Create action plan 	
10 minutes	<p>Jeopardy</p> <ul style="list-style-type: none"> • Attendees will be broken up into teams to play jeopardy. This game will reinforce key learning and give the attendees an opportunity to practice what they learned. Winning team will be awarded prizes. 	<ul style="list-style-type: none"> ▪ Interactive Game

Breakout Session #2: Job and Career Readiness Training and Resume Writing

Lesson Objectives

- Time Management
- Learn effective decision-making skills
- Identify tools that assist with managing time
- Demonstrate prioritization skills
- Improve organizational skills
- Demonstrate ways to complete assigned tasks within an allotted timeframe
- Proper Dress
- Professionalism/Work Ethic
- How to Create a Resume
- References/Recommendations

Module Length

2 hours

Course Materials

Workbook
Workshop Scenarios
Job Readiness Checklists
Interactive Polling Device

Course Outline

Session	Topic	Training Media
20 minutes	<p>Time Management</p> <ul style="list-style-type: none"> • Activity: \$86,400 check – how would you spend it? • Value of time • Activity: Wasted time • Top 5 ways to be more productive and maximize your time • Common distracters to avoid • Preventing procrastination 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation
15 minutes	<p>Decision Making Skills</p> <ul style="list-style-type: none"> • Activity: What would you do? • Activity: How did you make that decision? • 5 best practices when making a decision • Considerations to keep in mind before deciding 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Workbook Activities
15 minutes	<p>Prioritization and Organizational Skills</p> <ul style="list-style-type: none"> • Why prioritization is important • Benefits of prioritization • 2 effective prioritization methods to choose from • Activity: Which should you do 1st? • Key skills successful organizations expect • How to exceed expectations every time by leveraging these 5 skills. 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Interactive Polling Device ▪ Workbook Activities
15 minutes	<p>Getting the Job Done On Time</p> <ul style="list-style-type: none"> • 5 ways to increase your productivity • How to ask for help • Activity: Keeping teammates updated 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Workbook Activity
20 minutes	<p>Resume and References</p> <ul style="list-style-type: none"> • Activity: If you were a CEO, what would you like to see in a resume you are reviewing • Activity: Good or bad resumes • Common mistakes people make • What makes a great resume • Activity: Write your resume • Activity: Review the resume • References: Who, what and when • How to request a reference 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation

Session	Topic	Training Media
20 minutes	<p>Professionalism and Dress</p> <ul style="list-style-type: none"> • Activity: What is professionalism? • What do employers expect? • Top 5 ways to demonstrate professionalism • Dress code by job categories • Activity: Rate how professional each employee is (pictures shared on PPT) • How to dress professionally on a minimal budget 	<ul style="list-style-type: none"> ▪ Checklist ▪ Group Interaction
15 minutes	<p>Ethics in the Workplace</p> <ul style="list-style-type: none"> • 3 ways to resist pressure • Your brand – why it matters and how to protect it • What to do when in doubt 	<ul style="list-style-type: none"> ▪ Checklist ▪ Assessment/Quiz ▪ Level 1 Feedback Evaluation Form

Module 3 (general session): Interviewing Skills and Financial Literacy Training

Lesson Objectives

At the conclusion of this module, students will be able to:

- Create a budget and balance a checkbook
- Identify elements of a credit report
- Plan for the future

Module Length

2 hours

Course Materials

- Workbook
- Workshop Scenarios
- Financial Management Checklists
- Interactive Polling Device

Course Outline

Session	Topic	Training Media
25 minutes	<p>Interviewing Skills</p> <ul style="list-style-type: none"> • What you need to know before, during and after the interview • Activity: Prepare for the interview • Activity: Mock interview • 5 non-negotiables after the interview 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation
25 minutes	<p>Budgeting and “My Paycheck”</p> <ul style="list-style-type: none"> • Activity: What’s Your Money Style • Balancing a checkbook and saving account • Creating and sticking to your budget • Activity: Create a budget, identify needs vs. wants • “My Paycheck” <ul style="list-style-type: none"> ○ Difference between “net” and “gross” pay ○ Taxes ○ W-2/W-4 Forms • Activity: Complete a sample W-2 Form 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Interactive ▪ Polling Device ▪ Workbook Activity
20 minutes	<p>Credit Report</p> <ul style="list-style-type: none"> • Why is credit important? • What is FICO? 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation ▪ Workbook Activity

Session	Topic	Training Media
	<ul style="list-style-type: none"> • How to get a free credit report • Elements of a credit report • 5 steps to build your credit • Mistakes avoid when building credit • Impacts of not managing your credit • How to dispute a negative item on your credit report • Activity: Review a credit report 	
20 minutes	<p>Planning for the Future</p> <ul style="list-style-type: none"> • Tools to help you plan for your future • Retirement (e.g., 401K, IRA, Mutual Funds) • Investments • Activity #5: Savings Cycle 	<ul style="list-style-type: none"> ▪ Digital Slide Presentation Workbook Activity
15 minutes	<p>Financial Football</p> <p>Attendees will be broken up into teams to play financial football. This game will reinforce key learning and give the attendees an opportunity to practice what they learned. Winning team will be awarded prizes.</p>	<ul style="list-style-type: none"> ▪ Interactive web-game
15 minutes	<p>Certificate of Completion and graduation</p>	<ul style="list-style-type: none"> ▪ Certificate for all participates who completed all three sessions.

Reporting / Tracking:

Next Level Experience shall provide a Training Summary Report within two days of the end of each training and a Close-out Training Assessment within two weeks of the conclusion of the trainings. The reports will include:

- The Training Summary Report shall include:
 - Trainer name, school, date
 - The student roster with participating high school, student's name, and school ID number
 - Summary of observations, concerns, and other elements that would be significant to MYEP staff from each training.
 - The pre- and post-attendance/assessment surveys
 - Payment for training will occur after receiving the Training Summary Report

- The Close-out Training Assessment shall include:
 - Overall training data presented in a matrix/table
 - Analysis of pre- and post-attendance/assessment surveys, identifying knowledge, skills, and abilities achieved
 - Success stories and candid photos from the training
 - The extent to which goals and objectives herein have been achieved and if any goals or objectives have not been achieved, why they have not been achieved.
 - Recommendations for improvements

Images from Youth Training Programs conducted by Next Level Experience



Leading the Charlotte MYEP



Leading the DC Summer Youth Employment Program



Leading the Boston Summer Youth Intern Program



Leading the DC/Baltimore Summer Youth Intern Program



City of Charlotte Resolution for Leading the Summer Youth Program

Charlotte Mentorship Program:

Over the past 5 years, Next Level Experience had mentored over 100 Charlotte based youth.

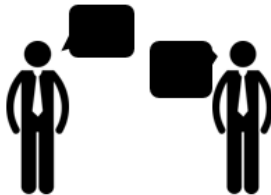
Below is an overview of the 9 month program:



Next Level Community Impact Mentorship Program



Next Level Experience will Mentor 20 Youth who Participated in the Mayor's Youth Employment Program:



Skill Development

- Train mentees on skills that are needed to be successful in todays world.
- Allow mentees to discuss challenges and opportunities they have experienced.



Goal Setting / Career Planning

- Mentor will assign activities to get them to plan for their future.
- Mentor will discuss and share different experiences based on these activities to give mentees perspective.



Problem Solving:

- Mentees will be provided case studies and will work as a team to provide solutions.



Networking

- Mentees will visit local businesses and meet executives.
- During visits, mentees will learn how different industries function and meet the decision makers.





Meeting with Ziad O'Jakli - Ford Group Vice President



Meeting with Steve Cassaday - CEO and Founder of Cassaday & Co.



Ziad O'Jakli sharing career advice and life lessons.



Golf Lessons

Resumes:

RESUMES:

Larry Parrish

2710 Lantana Drive

Upper Marlboro, MD 20774

Cell: (240) 695-3776

E-mail: Larry@nlexp.com

PROFESSIONAL EXPERIENCE

Next level Experience, LLC, Chief Executive Officer, October 2012 – Present

Position Profile: Manage and lead an experienced team focused on the development, improvement and execution of customer service, leadership, youth, team building, organizational change and talent development consulting and workshops. Our clients include hospitals, local governments, federal governments, associations, large corporations and small businesses.

Key Results:

- ✓ 100% client retention rate
- ✓ 100% of our clients recognize that our research reports will help their organizations improve
- ✓ 95% of participants rated our workshops a 9 or 10 out of 10
- ✓ 98% of clients have referred us to at least one other organization or business

Bank of America – Washington, D.C.

Service Optimization Enablement Executive (January 2012 – October 2012)

Position Profile: Managed and led a team of process design specialists accountable for the development, improvement and execution of processes in support of performance plan objectives across lines of business and the Department of Treasury. Accountable for the achievement of breakthrough productivity, customer satisfaction and continuous process improvements. Worked closely with the business executive and deployment champions across the company.

Key Results:

- ✓ Led the redesign of key initiatives to include: Partner routines, coaching process tools, and alternate ways to bank
- ✓ Created and led the national Youth Employment Initiative in coordination with the Mayor's office across the country
- ✓ Successfully created the banks customer migration strategy to alternate banking channels
- ✓ Selected to represent Bank of America at the Department of Treasury focused on Direct Deposit Migrations

Consumer Market Executive (January 2008 – January 2012)

Position Profile: Spearheaded initiative to drive revenue growth of a market comprised of numerous banking centers consisting of Consumer Market Managers, (CMM's), Banking Center Managers and their associates. Oversaw the market's overall sales, service, operations and associate performance results. Strategically managed and coached CMM's and Banking Center Management to deliver balanced performance surrounding sales, service and operations throughout the market. Fostered profitability and goal obtainment through the creations of comprehensive business plans and action plans using relevant factual data to drive accountability; developed and implemented market share growth strategies; managed salary and expense budgets; oversaw policy and strategy implementation for the market; prioritized and communicated key initiatives; all while ensuring operational excellence.

Key Results:

- ✓ Created the routines and processes of integrating small business, home loans and investment specialists within the banking center
- ✓ Ranked #8 in the franchise for balanced performance in 3rd quarter 2010
- ✓ Mid-Atlantic customer satisfaction champion
- ✓ Led my market to #1 in the franchise for Satisfaction with Problem Handling
- ✓ Market overall ranked #5 in franchise
- ✓ Led region in CRE apps, credit card apps Your Service Your Choice
- ✓ Selected to participate in the East Division Talent Engagement Program
- ✓ Selected to represent MidAtlantic in the Executive Operational Excellence Program

Regional Business Development Manager (5/2006 to 12/2008)

Position Profile: Led the Mid-Atlantic region in small business sales of checking, savings, credit and credit cards. Created a positive working synergy between all lines of business to achieve breakthrough performance and exceed customers' expectations. Coached and developed Small Business Specialists and Business Development Managers by utilizing a balanced approach, which included coaching, strong accountability, recognition and rewards. Inspired Associates to achieve optimal performance in sales, services and operations.

Key Results:

- ✓ Moved the DC growth market from red to green in all small business goals (DDA, Savings, Credit, Card) in 6 months
- ✓ Played a strategic part in Bank of America winning the \$100M deal for the Hurricane Katrina Relief Fund
- ✓ Led Mid-Atlantic from last place in the East Division to first place in Accounts, Credit Card, and Savings
- ✓ Served as the G-3 champion in the Mid-Atlantic. Currently G-3 numbers trending positively in the Mid-Atlantic, for example, on track to exceed G-3 commitments for year end
- ✓ Managed SBS's who are currently contributing more than half of the small business goals in the region

Consumer Market Manager, Washington West / Northeast Markets (formally Metro DC Market) (2000- 2006)

Position Profile: Spearheaded sales and service activities for the Washington Northeast and Washington West Markets; facilitated the achievement and exceeded expectations of sales and service objectives through implementing the Structured Coaching Visit process to drive sales, service, operations and people results of approximately thirty-seven banking centers within the Atlantic North Consumer Market. Collaborated with the Consumer Market Executive and Banking Center Managers to evaluate the performance of sales and service associates in the banking centers; led market initiatives, managed key processes and developed relationships with key partners.

Key Results:

- ✓ Transformed an under-producing sales team, immediately resolving long-standing problems and instituted incentives that elevated performance while building morale and motivation, resulting in the Metro DC achievement of 4:4 in sales and service for the first time
- ✓ Championed creative marketing initiatives, including “Washington Northeast Mortgage Day” which resulted in \$17 million in sales for the Washington Northeast Region on a single day
- ✓ Recognized with a “Crystal CELA Award,” the company’s most prestigious honor

Banking Center Manager, Northeast & Florida Avenue Banking Centers (1996-2000) Floating Manager, Metro DC Region (1993-1996) Teller, Metro DC Region (1991-1993)

Professional Achievements

- Board member DC Chamber of Commerce
- Department of Defense Above and Beyond Award
- Mid-Atlantic Peer Choice Winner – 2010
- East Division Executive Roundtable Participant – 2010
- East Division Peer Choice Winner – 2008
- Atlantic North Region’s Associate Satisfaction Champion – 2001-2003
- Crystal CELA Award (Highest award in the corporation) – 2003 & 2004
- CELA Award – President’s Club Leadership Celebration 2002
- Service Quality – Led the Northeast Team to one of the highest service quality scores in the Metro DC Region
- Coached and developed other Banking Center Managers to achieve required sales goals
- Model Coach for the Metro DC Region in merging American Securities Bank into NationsBank (1995)

Community Involvement

- National Urban League – Former Board Member
- DC Chamber of Commerce – Former Board Member
- Board of Trade – Former Member

Walee Bissiso

6470 1st St.

Alexandria, VA 22312

Phone: (202) 460-8888

E-mail: wbissiso@nlexp.com

PROFESSIONAL PROFILE

Dynamic management professional with demonstrated success and measurable achievements in building and leading teams through steady growth and change. Proven qualifications in process design, associate readiness, strategic marketing, organizational leadership, project management and conducting focus groups/surveys. Consistently recognized for delivering continued quality service, improved productivity and increased profitability. Visionary leader with ability to build cohesive teams and exceed corporate goals and objectives.

Core Competencies

- Cultural Change
- Oral/Written Communications
- Priority/Time Management
- Detail Oriented
- Critical Thinking
- Business Development
- Financial Processes
- Sales Forecasting
- Competitive Analysis & Product Positioning
- Consultative Sales
- Relationship Marketing
- Crisis Communications
- Marketing Strategies
- Customer/Client/Public Relations
- Design & Delivery of Training
- Internal Communications
- Strategic Partnerships
- Negotiations

PROFESSIONAL BACKGROUND

Next Level Experience LLC, Chief Curriculum Writer, (2013-Present)

Position Profile: Oversees curriculum development for clients of Next Level Experience. These duties include training development and curriculum enhancements.

Our Clients include:

- District of Columbia: Department of Transportation (State Gov.)
- Hartsfield-Jackson Atlanta International Airport (Airport)
- Pension Benefits Guaranty Corporation (Federal Gov.)
- District of Columbia: Department of Employment Services/H Street Main St. (State Gov.)
- Thrift Savings Plan (Federal Gov.)
- Washington Metropolitan Area Transit Authority (State Gov.)
- City of Charlotte (State Gov.)
- Sahouri Insurance Agency (Business)
- PenFed (Credit Union)
- Providence Hospital (Hospital)
- Howard University (Hospital)

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- MedStar Health (Hospital)
- Bozzuto Real Estate Management (Business)
- Sports Pro Physical Therapy, LLC (Business)
- DTT, USA (Call Center / Business)
- Washington DC Chamber of Commerce (Business)
- Children's Hospital (Hospital)

Developed content in these topics:

- Customer Service
- Leadership
- Team Building
- Time Management
- Meeting Effectiveness
- Diversity and Inclusion
- Conflict Resolution
- Job Readiness
- Financial Literacy

Significant Contributions:

- Training curriculum rated 10 out of 10 by each client that participated in one of our workshops
- 100% rehire rate by clients that participated in one of our workshops

Bank of America, Global Consumer and Small Business Bank, 2003 – 2013

Senior Vice President – Bank of America Consumer Academy

Position Profile: Responsible for the new hire and continuing education of over 65,000 Bank employees. I lead a team this responsible to ensure that all learning teams are integrated across the Consumer and Small Business Bank.

Significant Contributions:

- Recipient of 2 Bank of America Performance Excellence Award in the past year. This is the highest award at Bank of America presented for the highest level of achievement.
- Earned 100% associate satisfaction rate in 2017 (top 1% of the company).
- Responsible for the execution of all large scale initiatives across the Consumer and Small Business Bank
- Co-chair of the Academy Employee Engagement Council responsible for the career development of over 400 Academy employees
- Created and launched the Optimal Financial Center resource. This resource brought together all the best practices, processes, tools and resources into one place. Over 20,000 employees have used this resource in the past 9 months.
- Responsible for and led the governance routines where senior executives gather to make the most critical decisions to help the Bank meet their learning objectives.

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- My team is responsible to remediate all Audit items. 100% of audit items have been remediated on schedule.

Senior Vice President – Sales and Service Process/Execution (2011-2015)

Position Profile: Spearheaded initiatives for acquiring and deepening relationships with customers with \$25K+ in assets. This included creating associate certification/proficiency programs, customer recognition programs and special offers to drive referrals to investment specialists. In addition, led the launch and execution of a national customer benefits recognition program named Platinum Privileges which delivers special benefits across banking and investing for over 3.5 million customers.

Significant Contributions:

- Recognized by national leaders for leading the highly successful roll out of our recognition program across 33 states. Due to the early success of this program, the company decided to accelerate the roll out across 9 additional states 3 months earlier than planned.
- Created and developed partner routines to drive greater synergy between banking center associates and on-site specialists.
- Created and launched the “Top Customer” program to assist Banking Center leaders in recognizing who their top customers are to ensure we are exceeding their expectations and making them aware of our onsite investment capabilities.
- Created the Merrill Lynch referral certification process for Banking Center associates to increase the referrals to our Financial Solutions Advisors. This is scheduled to roll out franchise-wide in October, 2012.

Vice President – Consumer Market Manager (2009-2011)

Position Profile: Facilitated operational oversight for driving sales, service, partnership integration, operations, and performance outcomes for banking centers across Montgomery and Prince George’s counties. Provided coaching to Banking Center Managers, on-site specialists and associates; evaluated the overall effectiveness of banking centers; utilized Six Sigma and other tools to diagnose root causes and implement plans for improving overall sales and service. Recruited, developed, mentored and evaluated manager, sales and service associates’ performance, as well as led market initiatives and implemented key processes.

Significant Contributions:

- Led the East Coast “Specialty” banking center pilot focused on integrating financial solutions advisors, small business bankers, mortgage loan officers and video conferencing technology into the banking centers.
- Finished 2010 with the highest performance rating given to associates.
- Led market to the top 10th percentile of the franchise for 2010 in overall performance.
- Led market to 9th in franchise for overall customer satisfaction and 1st in franchise for satisfaction with problem handling.
- Provided coaching and instruction to banking centers ranking 1st out of 12 markets in the region for operations.
- Asset champion for the region responsible for improving the associate experience for all associates.

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- Diversity and inclusion champion for the region.

Vice President – Regional Performance Improvement Consultant (2008 – 2009)

Vice President – Market Performance Improvement Consultant (2007 – 2008)

Position Profile: Identified strategies and solutions that were directly linked to organizational and business goals by establishing and maintaining partnerships with key business leaders, SMEs, and vendors to identify and drive performance improvement change. Identified opportunities for improvement, conducted analysis to determine root causes, proposed solutions, scoped out projects, implemented solutions and assessed impact. Solutions included process improvement or integration, leadership development, skill development and training.

Significant Contributions:

- Led 9 market growth leaders across New Jersey, Pennsylvania, and Maryland to achieve 200% of sales goals.
- Increased outside sales by 30% within a 3 month period.
- Researched and developed analysis that incorporated multiple regressions, penetration reports, cross-sell reports, and total sales points reports to be used by the executive team for strategic efforts.
- Advised consumer market executives on best practices and strategies to ensure accountability while promoting teamwork and a cohesive associate and customer experience.
- Advised Executives on organic growth strategies, taking both markets to 1st and 2nd in the country out of 180 in sales.
- Created hiring process that decreased hiring time frame from 12 weeks to 3 weeks.
- Led all training initiatives for 400+ associates to include sales processes, compliance and strategy.

Officer: Retail Sales - Card Services & E-Commerce (2004 – 2005)

Personal Banker - Loan Specialist (2003 – 2004)

EDUCATION

Master of Business Administration - Johns Hopkins University, Baltimore, MD (2011)

Master of Science in Marketing - Johns Hopkins University, Baltimore, MD (2009)

Bachelor of Business Administration - Management Information Systems, George Washington University, Washington, DC (2003)

ALICIA A. PRESCOTT-WALKER

202-815-5480

aprescottwalker@gmail.com

Accokeek,MD

www.linkedin.com/in/aprescottwalker/

LEADER, TRAINER AND COACH

Expertise in strategic relationship development and business operations with extensive experience in developing leaders and personal development in support of the retail banking and finance sector. Adept at leveraging the ability to identify leadership challenges, to shape solutions and direct strategic initiatives driving profitability, accountability, customer service, and goal obtainment. Capacity for leadership, building cohesive teams, maximizing revenue growth, and exceeding corporate goals and objectives. Highly skilled at fostering effective business relationships and building collaborations with key stakeholders, enhancing company image and facilitating strategic partnerships.

- Leadership and Team Building
- Training and Mentorship
- Critical Thinking
- Prioritizing; Time Management
- Detail Oriented
- Financial Processes
- Negotiations
- Sales Forecasting
- Competitive Analysis
- Consultative Sales
- Marketing Strategies
- Communication Skills
- Customer Relations
- Business Development
- Internal Communications

EXPERIENCE

Next Level Experience

2018 -Present

Facilitator and Coach

Facilitated trainings on behalf of Next Level Experience to build our next generation of leaders. Strong understanding of the needs of small and large organizations to build their talent pool. Trainings focused on leadership, time management and customer service.

Capital One Bank

2012-February 2019

Market Executive

Spearhead development and implementation of retail banking strategies for the Washington, D.C and Southern Maryland Markets consisting of 18 branches and \$2B+ in total deposits. Torch bearer for

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company values of Excellence and Do the Right Thing while supporting branch based change management efforts.

Bank of America

2004-2012

Senior Vice President – Consumer Market Manager

2007-2012

Directed 15 banking centers, ensuring timely execution of line of business priorities, championing processes to drive consistency and reduce variability across the North Beltway and Washington, DC market, ensuring balanced performance and quality customer experiences.

Vice President – Premier Client Manager

2004-2007

EDUCATION

Bachelor of Science, Business Management, University of Maryland, University College

ADDITIONAL RELEVANT INFORMATION

- Winner of Mid-Atlantic Award for Most Volunteer Hours Worked in Community for 2012
- Chairperson-Greater Washington Area Volunteers
- Co-Chair for Mentorship, Black Professionals Group
- LEAD for Women
- Microsoft (MS) Word, PowerPoint, Excel; Sharepoint Designer
- AGILE / Scrum Certified

ANGEL R. ALBA

1110 FIDDLER LANE, APT. 716 ■ SILVER SPRING, MD 20910

443-433-8133 ■ ADANGELO333@GMAIL.COM

Results-oriented, dedicated, and customer-focused professional trainer with over 13 years of experience leading successful sales operations in the financial and banking sectors. Leverages exceptional interpersonal skills to establish and maintain relationships with key clients and inspire learners to raise the bar. Manages diverse personnel teams to develop a high-performing, well-trained workforce that delivers outstanding customer service, support, and satisfaction.

- Financial Literacy
- Conflict Resolution
- Staff Supervision / Training
- Interpersonal/Communication
- Customer Service
- Regulatory Compliance
- Sales Optimization
- Team Leadership
- Client Relations
- New Business Development
- Financial Consulting
- Risk Management

▣ PROFESSIONAL EXPERIENCE

Position Profile: Responsible for classroom facilitation for clients of Next Level Experience. These duties include in-person and virtual training.

Our Clients include:

- District of Columbia: Department of Transportation (State Gov.)
- Hartsfield-Jackson Atlanta International Airport (Airport)
- Pension Benefits Guaranty Corporation (Federal Gov.)
- District of Columbia: Department of Employment Services/H Street Main St. (State Gov.)
- Thrift Savings Plan (Federal Gov.)
- Washington Metropolitan Area Transit Authority (State Gov.)
- City of Charlotte (State Gov.)
- Sahouri Insurance Agency (Business)
- PenFed (Credit Union)
- Providence Hospital (Hospital)
- Howard University (Hospital)
- MedStar Health (Hospital)
- Bozzuto Real Estate Management (Business)
- Sports Pro Physical Therapy, LLC (Business)
- DTT, USA (Call Center / Business)
- Washington DC Chamber of Commerce (Business)
- Children's Hospital (Hospital)

PROFESSIONAL EXPERIENCE

FIRST NATIONAL BANK ■ ANNAPOLIS, MD

Classroom Facilitator

04/2015- PRESENT

Position Profile: Responsible for classroom facilitation for clients of Next Level Experience. These duties include in-person and virtual training.

Our Clients include:

- District of Columbia: Department of Transportation (State Gov.)
- Hartsfield-Jackson Atlanta International Airport (Airport)
- Pension Benefits Guaranty Corporation (Federal Gov.)
- District of Columbia: Department of Employment Services/H Street Main St. (State Gov.)
- Thrift Savings Plan (Federal Gov.)
- Washington Metropolitan Area Transit Authority (State Gov.)
- City of Charlotte (State Gov.)
- Sahouri Insurance Agency (Business)
- PenFed (Credit Union)
- Providence Hospital (Hospital)
- Howard University (Hospital)
- MedStar Health (Hospital)
- Bozzuto Real Estate Management (Business)
- Sports Pro Physical Therapy, LLC (Business)
- DTT, USA (Call Center / Business)
- Washington DC Chamber of Commerce (Business)
- Children’s Hospital (Hospital)

SUNTRUST BANK ■ CROFTON, MD

Senior Financial Service Representative IV

02/2013- 04/2015

Responsible for processing all new account transactions; assisting customers in their selection of various accounts and financial services; cross-selling bank products and services; opening, maintaining and closing of all account types; performing branch clerical duties; promoting business for the bank by maintaining good customer relations and referring customers to appropriate staff for services. I am fully knowledgeable and skilled in the areas of teller, vault, safe deposit, processing and boarding DDA lines of credit, discussing and accepting credit applications. Provide leadership, training and support to new hires and employees in training.

Accomplishments:

- Have always exceeded any goals given since hired
- Top producer of the region
- Trained both Assistant manager and branch manager
- Managed the branch while short staff for a 6 month period.

RED 7 CONSULTING. ■ COLOMBIA, MD

My day to day goal is improve the Red 7 Consulting market position and achieve financial growth. I am responsible for defining long-term organizational strategic goals, building key customer relationships, and identifying business opportunities, negotiate and closes business deals and maintain an extensive knowledge of current market conditions. I work alongside the internal team, marketing staff, and other managers to increase sales opportunities and thereby maximize revenue for Red 7 Consulting. I seek out to potential new customers, present to them our business plan and product, ultimately converting them into clients, and continue to grow business in the future. I take it upon myself to also help manage existing clients and ensure they stay satisfied and positive.

PEPCO HOLDINGS INC. ■ UPPER MONTGOMERY COUNTY

Staffing Plan:

We have an outstanding team of curriculum writers and facilitators to lead this contract.

Key Contact:

Larry Parrish – Chief Executive Officer and Facilitator

Facilitators at Next Level Experience:

Larry Parrish – Chief Executive Officer

Angel Alba – Facilitator

Alicia Prescott – Facilitator / Coach

Curriculum Writers:

Walee Bissiso – Chief Curriculum Writer

Nicci Martin – Senior Consultant/Instructional Designer

Ernestine Jones – Senior Consultant/Instructional Designer

Problem Escalation Procedure:

Next Level Experience takes the client experience very seriously. All concerns or complaints are personally handled by the CEO – Larry Parrish. Once an issue is raised, all employees at Next Level Experience will escalate to Larry who will then reach out to the individual with the complaint and do what it takes to make it right.

Number of Trainers:

Next Level Experience has 4 trainers available to train on any given day.

REDEFINING THE CUSTOMER EXPERIENCE!



NEXT LEVEL EXPERIENCE
WWW.NLEXP.COM

Contact Details:

Larry Parrish
Chief Experience Officer
Next Level Experience
Larry@nlexp.com
240-695-3776 (cell)

www.nlexp.com

Section 6
Required Forms

REQUIRED FORM 2 – ADDENDA RECEIPT CONFIRMATION

RFP # 269-2019-100

Job and Career Readiness Training for Mayor’s Youth Employment Program

Please acknowledge receipt of all addenda by including this form with your Proposal. All addenda will be posted to the NC IPS website at www.ips.state.nc.us and the City’s Contract Opportunities Site at <http://charlottenc.gov/DoingBusiness/Pages/ContractOpportunities.aspx>.

ADDENDUM #:

**DATE ADDENDUM
DOWNLOADED FROM NC IPS:**

I certify that this proposal complies with the Specifications and conditions issued by the City except as clearly marked in the attached copy.

Larry Parrish
(Please Print Name)

5/27/19
Date

Authorized Signature

CEO
Title

Next Level Experience, LLC
Company Name

Section 6 **Required Forms**

REQUIRED FORM 3 – PROPOSAL SUBMISSION FORM

RFP # 269-2019-100

Job and Career Readiness Training for Mayor's Youth Employment Program

This Proposal is submitted by:

Company Name: Next Level Experience, LLC

Representative (printed): Larry Parrish

Address: 2710 Lantana Dr.

City/State/Zip: Upper Marlboro, MD 20774

Email address: Larry@nlexp.com

Telephone: 240-695-3776
 (Area Code) Telephone Number

Facsimile: 703-850-1519
 (Area Code) Fax Number

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the bid submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its Proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

Section 6 Required Forms

6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.
7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for one hundred and eighty (180) calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to the Sample Contract as included herein as Section 7. As such, I have elected to do the following:

Include exceptions to the Sample Contract in the following section of my Proposal: _____

Not include any exceptions to the Sample Contract.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in Section 1.6.2. I understand that the City is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

The following section(s) of the of the Proposal are marked as Trade Secret or PII: _____

No portion of the Proposal is marked as Trade Secret or PII.

Representative (signed): _____

Section 6
Required Forms

REQUIRED FORM 4 – PRICING WORKSHEET

RFP # 269-2019-100

Job and Career Readiness Training for Mayor’s Youth Employment Program

Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project. Cost must be in United States dollars. **If there are additional costs associated with the Services, please add to this chart. Your Price Proposal must reflect all costs for which the City will be responsible.**

For purposes of this RFP, assume a term of one (1) year, with the City having an option to renew for one (1) additional consecutive one (1) year terms thereafter.

Services to be provided	Unit Price
On-site training at CMS locations – under 30 participants	\$3680 per training session
On-site training at CMS locations – 31 participants and above	\$3680 per training session
Community trainings	\$3680 per training session
Additional training sessions – as requested by City	\$3680 per training session



REQUIRED FORM 5 – M/W/SBE UTILIZATION

RFP # 269-2019-100

Job and Career Readiness Training for Mayor’s Youth Employment Program

The City maintains a strong commitment to the inclusion of MWSBEs in the City’s contracting and procurement process when there are viable subcontracting opportunities.

Companies must submit this form with their proposal outlining any supplies and/or services to be provided by each City certified Small Business Enterprise (SBE), and/or City registered Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) for the Contract. If the Company is a City-registered MWSBE, note that on this form.

The City recommends you exhaust all efforts when identifying potential MWSBEs to participate on this RFP.

Company Name:	Next Level Experience, LLC
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Please indicate if **your company** is any of the following:

MBE WBE SBE None of the above

If your company has been certified with any of the agencies affiliated with the designations above, indicate which agency, the effective and expiration date of that certification below:

Agency Certifying: _____ Effective Date: _____ Expiration Date: _____

Identify outreach efforts that *were employed* by the firm to maximize inclusion of MWSBEs to be submitted with the firm’s proposal (attach additional sheets if needed):

Identify outreach efforts that *will be employed* by the firm to maximize inclusion during the contract period of the Project (attach additional sheets if needed):

Next Level Experience is a Minority Owned Business

[Form continues on next page]

Section 6 Required Forms

List below all **MWSBEs** that you intend to subcontract to while performing the Services:

Subcontractor Name	Description of work or materials	Indicate either "M", "S", and/or "W"	City Vendor #
N/A	N/A	N/A	N/A

Total MBE Utilization	%
Total WBE Utilization	%
Total SBE Utilization	%
Total MWSBE Utilization	%

Representative (signed): _____

5/27/19
Date

Larry Parrish
Representative Name

Section 6 Required Forms

REQUIRED FORM 6 – COMPANY’S BACKGROUND RESPONSE

RFP # 269-2019-100

Job and Career Readiness Training for Mayor’s Youth Employment Program

Companies shall complete and submit the form below as part of their response to this RFP. Additional pages may be attached as needed to present the information requested.

Question	Response
Company’s legal name and location (indicate corporate headquarters and location that will be providing the Services)	Next Level Experience, LLC 2710 Lantana Dr. Upper Marlboro MD 20774
How many years has your company been in business? How long has your company been providing the Services as described in Section 3?	6 Years in Business 5 Years Providing Services as Described in Section 3
How many public sector (cities or counties) clients does your company have, using the Services?	2
List any projects or services terminated by a government entity. Please disclose the government entity that terminated and explain the reason for the termination.	None
List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.	None
Provide an overview and history of your company, along with an organization chart, which shows the ownership structure and reporting structure, including any significant or controlling equity holders, parent companies and other related entities.	<p><u>About Us:</u> Next Level Experience is a leader when it comes to delivering impactful, engaging, and informational customized workshops for the youth, government agencies and businesses. Our innovative approach has led to 100% of our clients inviting us back after our initial contract.</p> <p><u>Core Competencies:</u> We specialize in delivering customized training workshops that help government agencies and organizations develop and educate the local Youth. Upon completion of our workshops, participants of our workshops feel empowered, excited and have the knowledge to set a solid foundation for future success. We deliver workshops focused on:</p> <ul style="list-style-type: none"> • Customer Service • Conflict Resolution • Financial Literacy • Job Readiness • Effective Communication (including written) • Team Building • Diversity and Inclusion

Section 6 Required Forms

	<ul style="list-style-type: none"> • Time Management <p><u>Company Info:</u> Certification: Minority Owned Business NAICS codes: 541611, 541613, 611430 EIN #: 461451486 DUNS: 067887746 POC: Larry Parrish, CEO Tel: 240-695-3776 Email: Larry@nlexp.com</p> <p><u>Company Structure:</u> Larry Parrish is CEO/Founder and 100% owner of Next Level Experience.</p>
<p>Explain how your organization ensures that personnel performing the Services are qualified and proficient.</p>	<p>Larry Parrish, CEO, is at the training site overseeing and ensuring all those performing services are exceeding expectations. Larry will also follow-up with all key stakeholders on a daily/weekly basis to capture feedback. Over the past 5 years leading the CLT MYEP program, we have had 0 complaints.</p>
<p>Provide information regarding the level of staffing at your organization’s facilities that will be providing the Services, as well as the level of staffing at subcontractors’ facilities, if known or applicable.</p>	<p>Larry Parrish will be the key facilitator for this training. To assist Larry, we will have additional facilitators that have the experience and knowledge to deliver on this contract.</p>
<p>If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.</p>	<p>N/A as no dispute or strike has happened</p>
<p>Describe your security procedures to include physical plant, electronic data, hard copy information, and employee security. Explain your point of accountability for all components of the security process. Describe the results of any third party security audits in the last five (5) years.</p>	<p>We will be providing training at school facilities and will follow the school facility security processes.</p>

Section 6 Required Forms

REQUIRED FORM 7 – REFERENCES RFP # 269-2019-100

Job and Career Readiness Training for Mayor's Youth Employment Program

Companies shall complete the form below. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

REFERENCE 1:

Name of Client: H Street Main Street **Main Phone:** 202-543-0161

Address: 729 10th St, NE. Washington DC 20002

Primary Contact: Anwar Saleem **Title:** Executive Director

Contact Phone: 202-543-0161 **Contact E-mail:** Anwar.Saleem@hstreet.org

Service Dates: Summer of 2015, 2016, 2017, 2018

Summary of Services of Project: Over the past 4 years, Next Level Experience conducted training for over 100 Youth participating in the Marion Barry Summer Youth Employment Program. The training is conducted over a 2 week period and includes Customer Service, Job Readiness, Financial Literacy, Conflict Resolution and Entrepreneurship.

Number of Client Employees: 100+ per year

REFERENCE 2:

Name of Client: Hartsfield-Jackson Atlanta International Airport **Main Phone:** (404) 895-5791

Address: 6000 N Terminal Pkwy, Atlanta, GA 30320

Primary Contact: Steve Mayers **Title:** Airport Director – Customer Service

Contact Phone: (404)895-5791 **Contact E-mail:** Steve.Mayers@atlanta-airport.com

Service Dates: April 2017

Summary of Services of Project: Created and conducted a 2-day Job Readiness, Customer Service and Leadership program. The goal of the program was to prepare the next generation of leaders and ensure they have the skills to lead, manage and coach.

Number of Client Employees: 25

Section 6 Required Forms

REFERENCE 3:

Name of Client: Phillip O. Berry Academy of Technology **Main Phone:** 980-343-5992

Address: 1430 Alleghany Street, Charlotte, NC 28208

Primary Contact: Deepal Patel **Title:** Career Development Coordinator

Contact Phone: 980-343-5992 **Contact E-mail:** Deepal.Patel@cms.k12.nc.us

Service Dates: CLT MYEP 2017 and 2018

Summary of Services of Project: Conducted customer service and financial literacy training as part of the CLT MYEP program at the school where she is the Career Development Coordinator.

Number of Client Employees: 60 students participated in the training

REFERENCE 4:

Name of Client: Pension Benefit Guaranty Corporation **Main Phone:** (240) 393 2702

Address: 1200 K St NW, Washington, DC 20005

Primary Contact: Delores Stuckey **Title:** Training and Learning Coordinator

Contact Phone: (240) 393 2702 **Contact E-mail:** Stuckey.Delores@pbgc.gov

Service Dates: 2015, 2016, 2017, 2018, 2019

Summary of Services of Project: We have conducted workshops covering topics such as: Customer Service, Leadership, Time Management, Team Building, and Meeting Effectiveness

Number of Client Employees: 600+ employees attended our workshops over the past 5 years.

REFERENCE 5:

Name of Client: Cassaday & Company **Main Phone:** 703.506.8200

Address: 8180 Greensboro Dr. Suite 1180, Mclean VA 22102

Primary Contact: Allison Felix **Title:** Chief Operating Officer

Contact Phone: 703.506.8200 **Contact E-mail:** allison@cassaday.com

Service Dates: Q1 and Q2 of 2019

Summary of Services of Project: Conducted Time Management and Leadership training for new and existing employees.

Number of Client Employees: 50

Section 6
Required Forms

**REQUIRED FORM 8 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

RFP # 269-2019-100

Job and Career Readiness Training for Mayor’s Youth Employment Program

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Contract, or persons or entities holding a greater than 10% equity interest in it (collectively “Principals”):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
2. Have within a three-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 anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

X I hereby certify as stated above:

Larry Parrish

(Print Name)

Signature

CEO

Title

5/27/19

Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

Section 6
Required Forms

REQUIRED FORM 9 – BYRD ANTI-LOBBYING CERTIFICATION

RFP # 269-2019-100

Job and Career Readiness Training for Mayor’s Youth Employment Program

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, 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, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an 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 shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Next Level Experience, LLC (the “Company”) certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Larry Parrish
(Print Name)

Next Level Experience, LLC
Company Name

Authorized Signature

2710 Lantana Dr.
Address

5/27/19
Date

Upper Marlboro MD 20774
City/State/Zip

1. SAMPLE CONTRACT.

As used in this Section of the RFP, the term "Contract" shall refer to the agreement entered into between the City and the Company, and the term "Company" shall refer to the vendor that has been awarded a contract.

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**AGREEMENT TO PROVIDE
JOB AND CAREER READINESS TRAINING FOR MAYOR'S YOUTH EMPLOYMENT
PROGRAM**

THIS PROFESSIONAL SERVICES CONTRACT (the "Contract") is made and entered into as of this _____ day of _____ 201_ (the "Effective Date"), by and between _____, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP # 269-2019-100) for Job and Career Readiness Training for Mayor's Youth Employment Program dated May 1, 2019. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the City desires that the Company provide certain Job and Career Readiness Training for Mayor's Youth Employment Program ("Services"), and the Company desires to provide such Services; and

WHEREAS, the City and the Company have negotiated and agreed regarding the above-referenced Services and desire to reduce the terms and conditions of their agreement to this written form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS. The Exhibits below are hereby incorporated into and made a part of this Contract. With the exception of Exhibit C (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Contract or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit C and the main body of this Contract or any other Exhibit to this Contract, the language of Exhibit C shall prevail. Each reference to COMPANY NAME in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A: PRICE SCHEDULE

EXHIBIT B: SCOPE OF WORK

EXHIBIT C: FEDERAL CONTRACT TERMS AND CONDITIONS

2. DEFINITIONS. This section may include, but not be limited to, terms defined in Section 1 of the RFP.

3. DESCRIPTION OF SERVICES.

3.1. The Company shall be responsible for providing the Services described in Exhibit B attached to this Contract and incorporated herein by reference. Without limiting the foregoing, the Company will perform the Services and meet the requirements as set forth in Exhibit B.

However, the Company shall not be responsible for tasks specifically assigned to the City in this Contract or in Exhibit B.

- 3.2. The Company shall perform the Services on site at the pre-determined facilities in Charlotte, North Carolina, except as mutually agreed upon in writing in specific instances by the City.

4. COMPENSATION.

4.1. **TOTAL FEES AND CHARGES.**

The City agrees to pay the Company for the Services at the unit rates set forth in Exhibit A, which shall remain firm for the duration of the Contract.

- 4.2. **NO EXPENSES CHARGEABLE.** The Company shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Contract.

- 4.3. **EMPLOYMENT TAXES AND EMPLOYEE BENEFITS.** The Company represents and warrants that the employees provided by the Company to perform the Services are actual employees of the Company, and that the Company shall be responsible for providing all salary and other applicable benefits to each Company employee. The Company further represents, warrants and covenants that it will pay all withholding tax, social security, Medicare, unemployment tax, worker's compensation and other payments and deductions that are required by law for each Company employee. The Company agrees that the Company employees are not employees of the City.

- 4.4. **INVOICES.** The Company shall bill the City monthly for the trainings provided for the previous month. Each invoice sent by the Company shall detail all Services performed and delivered which are necessary to entitle the Company to the requested payment under the terms of this Contract. All invoices must include an invoice number and the City purchase order number for purchases made under this Contract. Purchase order numbers will be provided by the City. Invoices must be submitted with lines matching those on the City-provided purchase order.

The Company shall email all invoices to Kim Jones, at Kim.jones@charlottenc.gov. Once the invoice is approved the Company shall email a copy of the invoice to cocap@charlottenc.gov.

- 4.5. **DUE DATE OF INVOICES.** Payment of invoices shall be due within thirty (30) days after receipt of an accurate, undisputed properly submitted invoice by the City.

- 4.6. **PRE-CONTRACT COSTS.** The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date of this Contract.

- 4.7. **AUDIT.** During the term of this Contract and for a period of one (1) year after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of this Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$10,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

5. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the type of Service performed. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Services performed under this Contract, and shall not be required to pay for Services which did not occur, or which occurred in breach of this Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday, whenever requested by the City.

6. **TIME IS OF THE ESSENCE.** Time is of the essence in having the Company perform all Services and deliver all Deliverables within the time frames provided by this Contract and Exhibit B, including

all completion dates, response times and resolution times (the “Completion Dates”). Except as specifically stated in this Contract, there shall be no extensions of the Completion Dates. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless this Contract provides otherwise for a specific situation.

- 7. NON-APPROPRIATION OF FUNDS.** If the Charlotte City Council does not appropriate the funding needed by the City to make payments under this Contract for any given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the fiscal year for which the funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 8. COMPANY PROJECT MANAGER.** The duties of the Company Project Manager include, but are not limited to:

 - 8.1. Coordination of Project schedules and the Company’s resource assignment based upon the City’s requirements and schedule constraints;
 - 8.2. Management of the overall Services by monitoring and reporting on the status of the Services and actual versus projected progress, and by consulting with the City’s Project Manager when deviations occur and by documenting all such deviations in accordance with agreed upon change control procedures;
 - 8.3. Acting as the Company’s point of contact for all aspects of contract administration, including invoicing for Services, and status reporting;
 - 8.4. Facilitation of review meetings and conferences between the City and the Company’s executives when scheduled or requested by the City;
 - 8.5. Communication among and between the City and the Company’s staff;
 - 8.6. Promptly responding to the City Project Manager when consulted in writing or by E-mail with respect to Project deviations and necessary documentation;
 - 8.7. Identifying and providing the City with timely written notice of all issues that may threaten the Company’s Services in the manner contemplated by the Contract (with “timely” meaning immediately after the Company becomes aware of them);
 - 8.8. Ensuring that adequate quality assurance procedures are in place throughout the Contract; and
 - 8.9. Meeting with other service providers working on City projects that relate to this effort as necessary to resolve problems and coordinate the Services.
- 9. CITY PROJECT MANAGER.** The duties of the City Project Manager are to (i) ensure that the Company delivers all requirements and specifications in the Contract; (ii) coordinate the City’s resource assignment as required to fulfill the City’s obligations pursuant to the Contract; (iii) promptly respond to the Company Project Manager when consulted in writing or by E-mail with respect to project issues; and (iv) act as the City’s point of contact for all aspects of the Services including contract administration and coordination of communication with the City’s staff. The City shall be allowed to change staffing for the City Project Manager position on one (1) business day’s notice to the Company.
- 10. DUTY OF COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner: (i) all information reasonably required by the Company to perform each task comprising the Services, (ii) the City’s personnel whose presence or assistance reasonably may be required by the Company to perform each task comprising the Services, and (iii) any other equipment, facility or resource reasonably required by the Company to perform the Services. Notwithstanding the foregoing, the Company shall not be entitled to request that the City provide information, personnel or facilities other

than those that Exhibit B specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources: (i) that the Company failed to identify and request in writing from the City pursuant to this Section; or (ii) that the City is not required to provide pursuant to this Contract. In the event the City fails to provide any information, personnel, facility or resource that it is required to provide under this Section, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by Company of any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

11. COMPANY PERSONNEL REMOVAL, REPLACEMENT, PROMOTION, ETC.

The City will have the right to require the removal and replacement of any personnel of the Company or the Company's subcontractors who are assigned to provide Services to the City based on experience, qualifications, performance, conduct, compatibility, and violation of City policy or any other reasonable grounds. The addition or promotion of any personnel to key positions within the Project must be approved by the City in writing. The Company will replace any personnel that leave the Project, with persons having at least equivalent qualifications who are approved by the City in writing. As used in this Contract, the "personnel" includes all staff provided by the Company or its subcontractors.

12. BACKGROUND CHECKS. Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under this Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under this Contract (collectively, the "Background Checks"). Each Background Check must include: (i) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven (7) years; and (ii) a reference check.

After starting work under this Contract, the Company is required to perform a Background Check for each new Company employee assigned to work under this Contract during that year, and shall require its subcontractors (if any) to do the same for each of their employees. If the Company undertakes a new project under this Contract, then prior to commencing performance of the project the Company shall perform a Background Check for each Company employee assigned to work on the project, and shall require its subcontractors (if any) to do the same for each of their employees.

If a person's duties under this Contract fall within the categories described below, the Background Checks that the Company will be required to perform (and to have its subcontractors perform) shall also include the following additional investigation:

- If the job duties require driving: A motor vehicle records check.
- If the job duties include responsibility for initiating or affecting financial transactions: A credit history check.
- If job duties include entering a private household or interaction with children: A sexual offender registry check.

The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background checks conducted by the City are subject to public review upon request.

13. ACCEPTANCE OF TASKS AND DELIVERABLES. Within a reasonable time after a particular Deliverable has been completed (or such specific time as may be set forth in Exhibit B), the Company

shall submit a written notice to the City's Project Manager stating the Deliverable(s) that have been met. This notice shall include a signature page for sign-off by the City Project Manager indicating acceptance of such Deliverable(s).

If the City Project Manager is not satisfied that the Deliverable(s) has been met, a notice of rejection (a "Rejection Notice") shall be submitted to the Company by the City Project Manager that specifies the nature and scope of the deficiencies that the City wants corrected. Upon receipt of a Rejection Notice, the Company shall: (i) act diligently and promptly to correct all deficiencies identified in the Rejection Notice, and (ii) immediately upon completing such corrections give the City a written, dated certification that all deficiencies have been corrected (the "Certification"). In the event the Company fails to correct all deficiencies identified in the Rejection Notice and provide a Certification within thirty (30) days after receipt of the Rejection Notice, the City shall be entitled to terminate this Contract for default without further obligation to the Company and without obligation to pay for the defective work.

Upon receipt of the corrected Deliverable(s), or a Certification, whichever is later, the above-described Acceptance procedure shall recommence. The City shall not be obligated to allow the Company to recommence curative action with respect to any deficiency previously identified in a Rejection Notice, or more than once for any given Deliverable (and shall be entitled to terminate this Contract for default if the Company does not meet this time frame).

14. NON-EXCLUSIVITY. The Company acknowledges that it is one of several providers of Professional Services to the City and the City does not represent that it is obligated to contract with the Company for any particular project.

15. EACH PARTY TO BEAR ITS OWN NEGOTIATION COSTS. Each party shall bear its own cost of negotiating this Contract and developing the exhibits. The City shall not be charged for any Services or other work performed by the Company prior to the Effective Date.

16. REPRESENTATIONS AND WARRANTIES OF COMPANY.

16.1. GENERAL WARRANTIES.

16.1.1. The Services shall satisfy all requirements set forth in this Contract, including but not limited to the attached Exhibits;

16.1.2. The Company has taken and will continue to take sufficient precautions to ensure that it will not be prevented from performing all or part of its obligations under this Contract by virtue of interruptions in the computer systems used by the Company;

16.1.3. All Services performed by the Company and/or its subcontractors pursuant to this Contract shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

16.1.4. Neither the Services nor any Deliverables provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party;

16.1.5. The Company and each Company employee provided by the Company to the City shall have the qualifications, skills and experience necessary to perform the Services described or referenced in Exhibit B;

16.1.6. All information provided by the Company about each Company employee is accurate; and

16.1.7. Each Company employee is an employee of the Company, and the Company shall make all payments and withholdings required for by law for the Company for such employees.

16.2. ADDITIONAL WARRANTIES. The Company further represents and warrants that:

- 16.2.1. It is a legal entity and if incorporated, duly incorporated, validly existing and in good standing under the laws of the state of its incorporation or licensing and is qualified to do business in North Carolina;
- 16.2.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 16.2.3. The execution, delivery, and performance of this Contract have been duly authorized by the Company;
- 16.2.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- 16.2.5. In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
- 16.2.6. The performance of this Contract by the Company and each Company employee provided by the Company will not violate any contracts or agreements with third parties or any third party rights (including but not limited to non-compete agreements, non-disclosure agreements, patents, trademarks or intellectual property rights).

17. OTHER OBLIGATIONS OF THE COMPANY.

- 17.1. **WORK ON CITY'S PREMISES.** The Company and all its employees will, whenever on the City's premises, obey all instructions and City policies that are provided with respect to performing Services on the City's premises.
- 17.2. **RESPECTFUL AND COURTEOUS BEHAVIOR.** The Company shall assure that its employees interact with City employees and the public in a courteous, helpful and impartial manner. All employees of the Company in both field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior and language shall be the responsibility of the Company.
- 17.3. **REPAIR OR REPLACEMENT OF DAMAGED EQUIPMENT OR FACILITIES.** In the event that the Company causes damage to the City's equipment or facilities, the Company shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to the Company's action.
- 17.4. **REGENERATION OF LOST OR DAMAGED DATA.** With respect to any data that the Company or any Company employees have negligently lost or negligently damaged, the Company shall, at its own expense, promptly replace or regenerate such data from the City's machine-readable supporting material, or obtain, at the Company's own expense, a new machine-readable copy of lost or damaged data from the City's data sources.
- 17.5. **NC E-VERIFY REQUIREMENT.** The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 17.6. **NC PROHIBITION ON CONTRACTS WITH COMPANIES THAT INVEST IN IRAN OR BOYCOTT ISRAEL.** Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any

and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

18. REMEDIES.

- 18.1. **RIGHT TO COVER.** If the Company fails to meet any completion date or resolution time set forth in this Contract (including the Exhibits) or the Project Plan, the City may take any of the following actions with or without terminating this Contract, and in addition to and without limiting any other remedies it may have:
- a. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and
 - b. Deduct any and all expenses incurred by the City in obtaining or performing the Services from any money then due or to become due the Company and, should the City's cost of obtaining or performing the services exceed the amount due the Company, collect the amount due from the Company.
- 18.2. **RIGHT TO WITHHOLD PAYMENT.** If the Company breaches any provision of this Contract, the City shall have a right to withhold all payments due to the Company until such breach has been fully cured.
- 18.3. **SPECIFIC PERFORMANCE AND INJUNCTIVE RELIEF.** The Company agrees that monetary damages are not an adequate remedy for the Company's failure to provide the Services or Deliverables as required by this Contract, nor could monetary damages be the equivalent of the performance of such obligation. Accordingly, the Company hereby consents to an order granting specific performance of such obligations of the Company in a court of competent jurisdiction within the State of North Carolina. The Company further consents to the City obtaining injunctive relief (including a temporary restraining order) to assure performance in the event the Company breaches this Contract.
- 18.4. **SETOFF.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Contract all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Contract.
- 18.5. **OTHER REMEDIES.** Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

19. TERM AND TERMINATION OF CONTRACT.

- 19.1. **TERM.** This Contract shall commence on the Effective Date and shall continue in effect for one (1) year with the City having the unilateral right to renew for one (1) consecutive one (1) year term.
- 19.2. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract at any time without cause by giving thirty (30) days prior written notice to the Company. As soon as practicable after receipt of a written notice of termination without cause, the Company shall submit a statement to the City showing in detail the Services performed under this Contract through the date of termination. The foregoing payment obligation is contingent upon: (i) the Company having fully complied with Section 20.8; and (ii) the Company having provided the City with written documentation reasonably adequate to verify the number of hours of Services rendered through the termination date and the percentage of completion of each task.
- 19.3. **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the

following events:

- a. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
- b. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
- c. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under the Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default shall identify this Section of this Contract and shall state the party's intent to terminate this Contract if the default is not cured within the specified period.

Notwithstanding anything contained herein to the contrary, upon termination of this Contract by the Company for default, the Company shall continue to perform the Services required by this Contract for the lesser of: (i) six (6) months after the date the City receives the Company's written termination notice; or (ii) the date on which the City completes its transition to a new service provider.

- 19.4. **ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY.** By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute separate grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- a. Failure of the Company to complete a particular task by the completion date set forth in this Contract;
 - b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, the Company's Proposal, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - c. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 19.5. **NO SUSPENSION.** In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the Services or any warranties or repossess, disable or render unusable any software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 19.6. **CANCELLATION OF ORDERS AND SUBCONTRACTS.** In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall, upon termination, immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as

practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Services performed under this Contract to the date of termination.

- 19.7. **AUTHORITY TO TERMINATE.** The following persons are authorized to terminate this Contract on behalf of the City: (i) the City Manager, any Assistant City Manager, or any designee of the City Manager; or (ii) the Department Director of the City Department responsible for administering this Contract.
- 19.8. **OBLIGATIONS UPON EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, the Company shall promptly return to the City (i) all computer programs, files, documentation, media, related material and any other material and equipment that are owned by the City; (ii) all Deliverables that have been completed or that are in process as of the date of termination; and (iii) a written statement describing in detail all work performed with respect to Deliverables which are in process as of the date of termination. The expiration or termination of this Contract shall not relieve either party of its obligations regarding “Confidential Information,” as defined in this Contract.
- 19.9. **NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS.** Any termination of this Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 19.10. **OTHER REMEDIES.** The remedies set forth in this Section and Section 18 shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other remedies available under this Contract or at law or in equity.

20. TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Services provided by the Company to the City. Prior to termination or expiration of this Contract, the City may require the Company to perform and, if so required, the Company shall perform certain transition services necessary to shift the Services of the Company to another provider or to the City itself as described below (the “Transition Services”). Transition Services may include but shall not be limited to the following:

- Working with the City to jointly develop a mutually agreed upon Transition Services Plan to facilitate the termination of the Services;
- Notifying all affected service providers and subcontractors of the Company;
- Performing the Transition Services;
- Answering questions regarding the Services on an as-needed basis; and
- Providing such other reasonable services needed to effectuate an orderly transition to a new service provider.

21. CHANGES. In the event changes to the Services (collectively “Changes”), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written, dated agreement executed by both parties that expressly references and is attached to this Contract (a “Change Statement”). The Change Statement shall set forth in detail: (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Services and time for completion of the Services, including the impact on all Milestones and delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party’s Project Manager a proposed Change Statement. If the receiving party does not accept the

Change Statement in writing within ten (10) days, the receiving party shall be deemed to have rejected the Change Statement. If the parties cannot reach agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase in the amounts payable by the City may require execution by the City Manager or a designee depending on the amount. Some increases may also require approval by Charlotte City Council.

22. CITY OWNERSHIP OF WORK PRODUCT.

22.1. The parties agree that the City shall have exclusive ownership of all reports, documents, designs, ideas, materials, reports, concepts, plans, creative works, and other work product developed for or provided to the City in connection with this Contract, and all patent rights, copyrights, trade secret rights and other intellectual property rights relating thereto (collectively the “Intellectual Property”). The Company hereby assigns and transfers all rights in the Intellectual Property to the City. The Company further agrees to execute and deliver such assignments and other documents as the City may later require to perfect, maintain and enforce the City’s rights as sole owner of the Intellectual Property, including all rights under patent and copyright law. The Company hereby appoints the City as attorney in fact to execute all such assignments and instruments and agree that its appointment of the City as an attorney in fact is coupled with an interest and is irrevocable.

22.2. The City grants the Company a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform this Contract. The Company shall not be entitled to use the Intellectual Property for other purposes without the City’s prior written consent, and shall treat the Intellectual Property as “Confidential Information” pursuant to Section 26 of the Contract.

22.3. The Company will treat as Confidential Information under the Confidentiality and Non-Disclosure Contract all data in connection with the Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by the Contract.

23. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other, or any Company employee an agent or employee of the City, for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other.

24. INDEMNIFICATION. To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the “Indemnitees” (as defined below) from and against any and all “Charges” (as defined below) paid or incurred as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Services or any products or deliverables provided to the City pursuant to this Contract (“Infringement Claims”); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; (iii) arising from the Company’s failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or

destruction to any property, real or personal, tangible or intangible; or (iv) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (i) the term "Indemnitees" means the City, any federal agency that funds all or part of this Contract, and each of the City's and such federal agency's officers, officials, employees, agents and independent contractors (excluding the Company); and (ii) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts).

If an Infringement Claim occurs, the Company shall either: (i) procure for the City the right to continue using the affected product or service; or (ii) repair or replace the infringing product or service so that it becomes non-infringing, provided that the performance of the overall product(s) and service(s) provided to the City shall not be adversely affected by such replacement or modification. If the Company is unable to comply with the preceding sentence within thirty (30) days after the City is directed to cease use of a product or service, the Company shall promptly refund to the City all amounts paid under this Contract.

This Section 24 shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise).

25. SUBCONTRACTING. Should the Company choose to subcontract, the Company shall be the prime contractor and shall remain fully responsible for performance of all obligations that it is required to perform under the Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

26. CONFIDENTIAL INFORMATION.

26.1. **CONFIDENTIAL INFORMATION.** Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

26.1.1. *Trade secrets.* For purposes of this Contract, trade secrets consist of *information* of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

26.1.2. *Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."*

26.1.3. *Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.*

26.1.4. *Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168.* This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.

26.1.5. *Citizen or employee social security numbers collected by the City.*

26.1.6. *Computer security information of the City,* including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

26.1.7. *Local tax records of the City that contains information about a taxpayer's income or receipts.*

26.1.8. *Any attorney / City privileged information disclosed by either party.*

- 26.1.9. *Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.*
- 26.1.10. *The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.*
- 26.1.11. *Building plans of city-owned buildings or structures, as well as any detailed security plans.*
- 26.1.12. *Billing information of customers compiled and maintained in connection with the City providing utility services.*
- 26.1.13. *Other information that is exempt from disclosure under the North Carolina public records laws.*

Categories stated in Sections 26.1.3 through 26.1.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (i) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (ii) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one (1) year prior to the date of this Contract.

- 26.2. RESTRICTIONS. The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - 26.2.1. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
 - 26.2.2. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section of the Contract and containing all protections set forth herein.
 - 26.2.3. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - 26.2.4. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
 - 26.2.5. The Company shall use its best efforts to enforce the proprietary rights of the City and the City’s vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by this Contract.
 - 26.2.6. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
 - 26.2.7. All materials which constitute, reveal or derive from Confidential Information shall be

kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

- 26.3. **EXCEPTIONS.** The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:
- 26.3.1. Was already known to the Company prior to being disclosed by the disclosing party;
 - 26.3.2. Was or becomes publicly known through no wrongful act of the Company;
 - 26.3.3. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
 - 26.3.4. Was used or disclosed by the Company with the prior written authorization of the City;
 - 26.3.5. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
 - 26.3.6. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, this Contract will be applicable to all disclosures under the court order or subpoena.
- 26.4. **UNINTENTIONAL DISCLOSURE.** Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.
- 26.5. **REMEDIES.** The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

27. INSURANCE.

- 27.1. **TYPES OF INSURANCE.** The Company shall obtain and maintain during the life of this Contract, with an insurance company rated not less than "A" by A.M. Best, authorized to do business in the State of North Carolina, acceptable to the Charlotte-Mecklenburg, Risk Management Division the following insurance:
- 27.1.1. **Automobile Liability -** Bodily injury and property damage liability covering all owned, non-owned and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit - bodily injury and property damage.
 - 27.1.2. **Commercial General Liability -** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing Services under this Contract, from claims of bodily injury or property damage which arise from performance of this Contract, whether such operations are performed by the Company, any subcontractor, or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate, or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, operations, personal and advertising injury, and contractual liability, assumed under the indemnity provision of this

Contract.

- 27.1.3. Workers' Compensation and Employers Liability - meeting the statutory requirements of the State of North Carolina, \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.

The Company shall not commence any Services in connection with this Contract until it has obtained all of the foregoing types of insurance and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence Services on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

27.2. OTHER INSURANCE REQUIREMENTS.

- 27.2.1. The City shall be exempt from, and in no way liable for any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

- 27.2.2. The City of Charlotte shall be named as an additional insured for operations or services rendered under the general liability coverage. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this agreement.

- 27.2.3. Certificates of such insurance will be furnished to the City and shall contain the provision that the City be given thirty (30) days' written notice of any intent to amend coverage reductions or material changes or terminate by either the insured or the insuring Company.

- 27.2.4. Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the North Carolina Department of Insurance shall be furnished to the City.

- 27.2.5. If any part of the Services under this Contract is sublet, the subcontractor shall be required to meet all insurance requirements as listed above. However, this will in no way relieve the Company from meeting all insurance requirements or otherwise being responsible for the subcontractor.

28. COMMERCIAL NON-DISCRIMINATION. As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (i) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (ii) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by

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the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

- 24. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For the Company:	For the City:
	Kay Elmore
	City of Charlotte
	City Procurement
	600 East Fourth Street, 9 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-2524
Fax:	Fax: 704-632-8252
E-mail:	E-mail: kelmore@charlottenc.gov

With Copy To:	With Copy To:
	Adam Jones
	City of Charlotte
	City Attorney's Office
	600 East Fourth Street, 15 th Floor
	Charlotte, NC 28202
Phone:	Phone: 704-336-3012
E-mail:	E-mail: amjones@charlottenc.gov

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

30. MISCELLANEOUS.

- 30.1. ENTIRE AGREEMENT. This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral.

- 30.2. **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 30.3. **GOVERNING LAW AND JURISDICTION.** The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina, and will be performed in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). The parties further agree that any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections, which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 30.4. **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign any of the rights and obligations thereunder without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 30.5. **CITY NOT LIABLE FOR DELAYS.** It is agreed that the City shall not be liable to the Company, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City or any other party hereunder caused by injunction or other legal or equitable proceedings or on account of any other delay for any cause beyond the City's reasonable control. The City shall not be liable under any circumstances for lost profits or any other consequential, special or indirect damages.
- 30.6. **FORCE MAJEURE.**
- 30.6.1. The Company shall be not liable for any failure or delay in the performance of its obligations pursuant to this Contract (and such failure or delay shall not be deemed a default of this Contract or grounds for termination hereunder if all of the following conditions are satisfied: (i) if such failure or delay: (a) could not have been prevented by reasonable precaution, and (b) cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and (ii) if and to the extent such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or court order.
- 30.6.2. Upon the occurrence of an event which satisfies all of the conditions set forth above (a "Force Majeure Event") the Company shall be excused from any further performance of those of its obligations pursuant to this Contract affected by the Force Majeure Event for as long as (i) such Force Majeure Event continues; and (ii) the Company continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 30.6.3. Upon the occurrence of a Force Majeure Event, the Company shall immediately notify the City by telephone (to be confirmed by written notice within two (2) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than five (5) days, the City may terminate this Contract.
- 30.6.4. Strikes, slow-downs, walkouts, lockouts, and individual disputes are not excused under this provision.
- 30.7. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections

contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 30.8. **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City.
- 30.9. **APPROVALS.** All approvals or consents required under this Contract must be in writing.
- 30.10. **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not be constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 30.11. **SURVIVAL OF PROVISIONS.** The following sections of this Contract shall survive the termination hereof:
- Section 4.4 “Employment Taxes and Employee Benefits”
 - Section 16 “Representations and Warranties of Company”
 - Section 19 “Term and Termination of Contract”
 - Section 22 “City Ownership of Work Product”
 - Section 24 “Indemnification”
 - Section 26 “Confidential Information”
 - Section 27 “Insurance”
 - Section 29 “Notices and Principal Contacts”
 - Section 30 “Miscellaneous”
- 30.12. **CHANGE IN CONTROL.** In the event of a change in “Control” of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten (10) days of the occurrence of a change in control. As used in this Contract, the term “Control” shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 30.13. **DRAFTER’S PROTECTION.** Each of the Parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 30.14. **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to, workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the Services.

Section 7 Sample Contract

- 30.15. **CONFLICT OF INTEREST.** The Company covenants that its officers, employees and shareholders have no interest and shall not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of Services required to be performed under the Contract.
- 30.16. **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed or attempted to bribe an officer or employee of the City in connection with the Contract.
- 30.17. **HARASSMENT.** The Company agrees to make itself aware of and comply with the City's Harassment Policy. The City will not tolerate or condone acts of harassment based upon race, sex, religion, national origin, color, age, or disability. Violators of this policy will be subject to termination.
- 30.18. **TRAVEL UPGRADES.** The City has no obligation to reimburse the Company for any travel or other expenses incurred in connection with this Contract.
- 30.19. **TAXES.** Except as specifically stated elsewhere in this Contract, the Company shall collect all applicable federal, state and local taxes which may be chargeable against the performance of the Services, and remit such taxes to the relevant taxing authority. The Company consents to and authorizes the City to collect any and all delinquent taxes and related interest, fines, or penalties of the Company by reducing any payment, whether monthly, quarterly, semi-annually, annually, or otherwise, made by the City to the Company pursuant to this Contract for an amount equal to any and all taxes and related interest, fines, or penalties owed by the Company to the City. The Company hereby waives any requirements for notice under North Carolina law for each and every instance that the City collects delinquent taxes pursuant to this paragraph. This paragraph shall not be construed to prevent the Company from filing an appeal of the assessment of the delinquent tax if such appeal is within the time prescribed by law.
- 30.20. **COUNTERPARTS.** This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

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IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed as of the date first written above.

[INSERT COMPANY NAME]

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: _____
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: _____
(signature)

DATE: _____

EXHIBIT A – PRICING SHEET

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT B – SCOPE OF SERVICES

INTENTIONALLY LEFT BLANK FOR SAMPLE CONTRACT

EXHIBIT C – FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the Job and Career Readiness Training for the Mayor’s Youth Employment Program (the “Contract”) between the City of Charlotte and [COMPANY NAME] (the “Company”). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder’s list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder’s list, the Company shall notify the City immediately. The Company’s completed Form 1 – Vendor Debarment Certification is incorporated herein as Form C.1 below.
2. **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory 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).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
 - 6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, 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, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

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- 6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an 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 Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 6.4. The Company's completed Form 2 –Byrd Anti-Lobbying Certification is incorporated herein as Form C.2 below.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
9. **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.