REQUEST FOR PROPOSAL ("RFP")
(Professional Services)

Human Services Department, Education Division

RFP HSD-EDU-P15-01

Requested Service: Training Services - Head Start Learning Institute
Proposal due Date and Time: September 15, 2014 by 4:00 P.M. Local Time
Pre-Proposal Conference: August 28, 2014 at 1:00 P.M.

Location: 200 W. Washington Street – 18th Floor
Conference Room 18 East
Phoenix, Arizona 85003-1611

Proposal Submittal Location: 200 W. Washington Street
18th Floor - Reception Desk Submittal Box
Phoenix, Arizona 85003-1611

CONTRACT REPRESENTATIVE

Name: Michael Smiley
Title: Contracts Specialist I
E-mail: michael.smiley@phoenix.gov
Phone: (602) 534-1032
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I. **INTRODUCTION**

The City of Phoenix, Human Services Department, Education Division, invites sealed proposals for the Head Start Learning Institute Professional Services RFP commencing on November 4, 2014 through November 6, 2014 at the Phoenix Convention Center & Venues located at 100 N. 3rd Street Phoenix, Arizona 85004 in accordance with the specifications and provisions contained herein.

The Scope of Work is set forth in detail in Section III of this RFP.

A. **REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA**

**PROPOSAL EVALUATION CRITERIA** – (listed in relative order of importance):

*Method of Approach – Delivery of Training*
*Qualifications and Experience*
*Pricing*

**Total available points: 1000**

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For this solicitation, the contract representative is: Michael Smiley, Contracts Specialist I, michael.smiley@phoenix.gov, (602) 534-1032. Interested vendors may download the complete solicitation and addenda from the City of Phoenix Website, Human Services tab at [https://www.phoenix.gov/solicitations](https://www.phoenix.gov/solicitations). Internet access is available at all public libraries.

Any interested vendors without internet access may obtain this solicitation by calling (602) 262-6666 or picking up a copy during regular business hours at City of Phoenix Human Services Department, 200 W. Washington Street, 18th Floor Reception Desk, Phoenix, Arizona 85003-1611.

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This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-6666/Fax (602) 534-3722 or TTY (602) 534-5500 for assistance.

B. SCHEDULE OF EVENTS

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Pre-proposal Conference: August 28, 2014 at 1:00 P.M.

In-person Location: 200 W. Washington Street – 18th Floor
Conference Room 18 East
Phoenix, Arizona 85003-1611

Via Conference Call Dial: 1-877-873-8018. When prompted, enter access code 9624366#

Proposal Submittal Location: City of Phoenix Human Services Department
200 W. Washington Street, 18th Floor
Reception Desk Submittal Box
Phoenix, Arizona 85003-1611
II. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the Head Start Learning Institute Professional Services including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Vendor) will refrain, from any direct or indirect contact with any person (other than the designated contract representative) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Vendors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

Vendors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through Michael Smiley, conducted in person at 200 West Washington, Phoenix, Arizona 85003-1611, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

This policy is intended to create a level playing field for all Vendors, assure that contracts are awarded in public, and protect the integrity of the selection process. VENDORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.
III. SCOPE OF WORK

Head Start Learning Institute Professional Development

A. PURPOSE

Pursuant to Chapter II, Section 2, Paragraph (1) of the Phoenix City Charter and the City of Phoenix Human Services Department (City) makes funding available to the Education Division to provide professional development training services to teachers and teacher assistants of the Head Start program.

Head Start Performance Standard 1304.52 establishes a structured approach to staff training and development that is designed to foster relationships and build knowledge and skills, and specifies that each Head Start teacher shall attend not less than 15 clock hours of professional development per year. Such professional development shall be high-quality, sustained, intensive, and have a positive and lasting impact on classroom instruction, the teacher's performance in the classroom, and should be regularly evaluated by the program for effectiveness.

As part of the effort to increase teacher-child interactions that are linked to positive child outcomes and academic success, the City of Phoenix Head Start program offers an annual professional development training series through the Head Start Learning Institute, for teaching staff to enhance their instructional practices and improve program quality. The focus of the 2014 Institute will be on foundational early mathmatical skills for young children. The Learning Institute will increase teachers' knowledge, skills and understanding of concepts of mathematics and inquiry based practices. The training will focus on the big ideas in early childhood mathematics, including: Number Sense and Operations, Patterns, Measurement and Comparing, Geometry and Spatial Sense, and Data Analysis, with the intent of introducing and engaging preschool children in problem solving and reasoning processes as well as representing, communicating and connecting mathematical ideas.

The City of Phoenix Head Start program will offer professional development for approximately 300 teaching staff through three one-day Learning Institutes. The Institute will be held November 4, 2014 through November 6, 2014 at the Phoenix Convention Center & Venues located at 100 N. 3rd Street Phoenix, Arizona 85004.

The City anticipates utilizing approximately $45,000 for training and materials, to include the cost of the provider’s travel, food, and lodging accommodations.

B. BACKGROUND & TARGET POPULATION

The City of Phoenix Head Start program is a federal program administered by the Office of Head Start. It is a comprehensive program for low-income children ages three to five years and their families, who live within the City of Phoenix. The primary goal of Head Start is to promote school readiness of children, families, and communities. The City program serves
3090 children in six different geographical areas within the city. The City contracts with 9 delegate agencies for the provision of classroom-based services for children.

C. INSTITUTE STRUCTURE

Each of the three, one day Institutes will serve approximately 100 instructional staff and consist of a General Session, four (4) Interactive Breakout Sessions, and a Whole Group Processing/Reflection Session. A Virtual Follow-up component will be provided for coaches.

The General Session (1 hour and 15 minutes) will introduce the topic, conveying theories, research and principles related to the training topic.

Each of the four Interactive Breakout Sessions (2.5 hours) will cover the same content. They will be facilitated simultaneously and provide hands-on practice in a small group environment with a maximum of 30 participants per session. The small group sessions will support the instructional goals and objectives of the Institute and allows participants to practice what they learned in the general session. Application strategies will include but are not limited to:

- Demonstrations
- Small Group Activity Discussions
- Case Study,
- Role Play
- Other Hands on simulation activities

The Whole Group Processing/Reflection Session (1 hour) will provide an opportunity for reflection and review of learning objectives and hands-on experiences practiced during the interactive breakout sessions. Participants will have time to ask questions for clarification of the content and an opportunity to develop an action plan.

The Virtual Follow-up will be provided by the Contractor post Institute. This component will gauge the effectiveness of training, transfer of knowledge and capabilities through virtual coaching and discussion boards for City of Phoenix coaches.

D. STAFFING REQUIREMENTS

- Best practices utilizing highly qualified professional trainers.
- A minimum of four individuals are required to conduct the training. See Contractor’s responsibilities for the required roles of each individual.
- Subject Matter Expert - A Master’s Degree in Early Childhood Education, Child Development, or related subject with an emphasis in Early Childhood is preferred. Applicants with a Bachelor’s Degree will be considered. The trainer must also have at least five years of experience in child development in early education settings.
- Facilitator – A Bachelor’s Degree in Early Childhood Education, Child Development or related subject with an emphasis in Early Childhood, as well as experience in child development in early education settings is preferred.

E. CONTRACTOR’S RESPONSIBILITIES
Contractor shall:
- Meet with the City Training Specialist to develop the training plan;
- Develop training curriculum that represents current trends and is presented in the highest quality and professional manner;
- Attend two (2) phone conferences prior to the Institute to discuss and review content;
- Provide one (1) subject matter expert and three (3) facilitators experienced in early childhood mathematics and inquiry based practices to facilitate the Institute. The subject matter expert will be the primary provider of the General Session, one Interactive Breakout session and Whole Group Processing/Reflection Session. The three (3) facilitators will support the subject matter expert by facilitating the three (3) remaining Interactive Breakout Sessions;
- Provide all related printed training materials for the participants;
- Provide opportunities for group discussions, hands-on interactive strategies, and group activities to reinforce learning objectives;
- Provide follow-up through virtual coaching for city of Phoenix coaches;
- Conduct training services at the agreed upon location(s), dates and class times;
- Notify staff within ten (10) business days if scheduled engagement cannot be met. If a replacement is to be assigned, Contractor shall obtain approval from staff prior to service delivery;
- Distribute evaluation forms to participants and obtain completed evaluations after each training session;
- Submit evaluations and attendance rosters for each training session along with completed invoice;
- Participate in a debriefing phone conference with City Training Specialist after completion of the Learning Institute Series to provide feedback regarding training series.

F. CITY’S RESPONSIBILITIES

CITY shall:
- Assign a Training Specialist as a point of contact for tasks and activities associated with the requirements of the Scope of Work. The Training Specialist will have the authority to approve and authorize all work under this contract;
- Assist the Contractor by providing information pertinent to the project;
- Approve protocols and procedural changes or additions to the training program;
- Monitor and analyze the effectiveness of the program;
- Meet with Contractor staff as needed to discuss progress and issues;
- Provide audio/visual equipment;
- Provide a location for the training.

G. COST

The City will pay one vendor a flat rate for Head Start Institute Professional Services. The rate should include:
- A minimum of four qualified individuals to provide training for three consecutive days (November 4 - 6);
- Materials and supplies for all trainers and participants;
- Travel, food and lodging for all contractor staff;
Although a flat fee is proposed, each line should be clearly delineated in the proposal.

H. ADMINISTRATIVE REQUIREMENTS

Invoicing: Contractor shall submit a correctly completed invoice no later than the 15th day following the month of service. Invoices will be delivered to the Department representative identified in Notices Section. Invoice shall contain the contractor name and address; invoice number; and shall include at a minimum:
- Name of City Department and Division
- Date(s) of training
- Type of training
- Contract number
IV – INSTRUCTIONS TO PROPOSERS

IV. INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION

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B. DEFINITIONS OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Vendor fails to provide recommended information, the City may, at its sole option, ask the Vendor to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.
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200 W. Washington Street
18th Floor Reception Desk Submittal Box
Phoenix, AZ 85003

D. PRE-PROPOSAL CONFERENCE

A pre-proposal conference has been scheduled for August 28, 2014 at 1:00 P.M. at City of Phoenix Human Services Department, 200 W. Washington Street, 18th Floor, Conference Room 18 East, Phoenix, Arizona. You may also join the conference via conference call by dialing 1-877-873-8018. When prompted, enter access code 9624366. Attendance is encouraged even if the Pre-Proposal Conference is designated as voluntary. Vendors should raise any questions about the Solicitation or the procurement at that time. Material issues raised that result in changes to the Solicitation will be in the form of a written Solicitation Amendment which will be furnished to all Vendors that are listed with the City as having received the solicitation or to any vendor who requests and addendum.

E. VENDOR INQUIRIES

Duty to Examine. It is the responsibility of each Vendor to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Proposal for accuracy before submitting the Proposal. Improper preparation of a Proposal shall not be grounds for modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give rise to any Contract claim.

Solicitation Contact. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person, Michael Smiley, Contracts Specialist I. The Vendor shall not contact or direct inquiries concerning this Solicitation to any other City employee unless
IV – INSTRUCTIONS TO PROPOSERS

the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

Submission of Inquiries. All inquiries must be submitted by email to the solicitation contact, Michael Smiley, michael.smiley@phoenix.gov by 4:00 P.M., September 04, 2014. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. The City shall consider the relevancy of the inquiry but is not required to respond in writing. Responses to inquiries will be posted to the City of Phoenix website, Human Services tab at https://www.phoenix.gov/solicitations by end of business September 08, 2014.

Timeliness. Any inquiry or exception to the solicitation shall be submitted by September 04, 2014 for review and determination by the City. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.

Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Vendors shall make requests as early as possible to allow time to arrange the accommodation.

F. AMENDMENT OF REQUEST FOR PROPOSAL

The Vendor shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due date and time. It is the Vendor’s responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

G. FAMILIARIZATION OF SCOPE OF WORK

It is the responsibility of all Vendors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. The Vendor shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of a proposal will constitute a representation of compliance by the offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

H. PREPARATION OF PROPOSAL

Forms: No Facsimile, Telegraphic or Electronic Mail Offers. A Proposal shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any
IV – INSTRUCTIONS TO PROPOSERS

substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Proposal shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.

Proposal Format; Solicitation Corrections. The Proposal shall be submitted in a typed or computer printed format, or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal. Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Proposal and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Proposal. The signature shall signify the Vendor's intent to be bound by the Proposal and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Proposal.

Exceptions to Terms and Conditions. All exceptions included with the Proposal shall be submitted in a clearly identified separate section of the Proposal in which the Vendor clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Vendor's preprinted or standard terms will not be considered by the City as a part of any resulting Contract.

Invitation for Bids. A Proposal that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.

Request for Proposals. All exceptions that are contained in the Proposal may negatively affect the City's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Proposal. A Proposal that takes exception to any material requirement of the solicitation may be rejected.

Subcontracts. Vendor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Proposal.

Cost of Offer Preparation. The Vendor shall be responsible for all costs incurred in responding to a Solicitation.

Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the proposal, and shall be submitted no later than the Proposal due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Proposal.
IV – INSTRUCTIONS TO PROPOSERS

Tax Exemption. The City is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the City.

Provision of Tax Identification Numbers. Vendors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.

Employee Identification. Vendor agrees to provide an employee identification number or social security number to the City for the purposes of reporting to appropriate taxing authorities, monies paid by the City under this contract. If the federal identifier of the Vendor is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate City and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Identification of Taxes in Offer. The City is subject to all applicable City and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.

Disclosure. If the firm, business or person submitting this Proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Vendor shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Proposal. The Vendor shall include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. destination and shall include all freight, delivery and unloading at the destination(s).

I. PROPOSAL FORMAT

The written proposal shall be signed by an individual authorized to bind the Vendor. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the Contract. All fees quoted shall be firm and fixed for the full contract period. Each response shall be:

1. Typewritten for ease of evaluation.

2. Submitted in an 8½ x 11 inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post-consumer content paper.
IV – INSTRUCTIONS TO PROPOSERS

3. Set forth in the same sequence as identified in Section V – Submittal (i.e., Vendors should respond to this RFP in sequence and each narrative response should reference the applicable section of Evaluation Requirements).

4. Signed by an authorized representative of the Vendor.

5. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.

6. Appended with any exceptions to the Terms and Conditions clearly stated below.

J. REQUEST TO MODIFY THE CONTRACT PROVISIONS

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City’s Request for Proposal, including, but not limited to, the specifications, scope of work and any terms and conditions. Vendors who wish to propose modifications to the contract provisions must submit a “Request for Consideration of Alternate Terms.” The written request for modification must be received by the Department contact listed on the front of this solicitation, at least seven (7) calendar days prior to the proposal due date. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or Director’s designee. If a proposal or offer by Vendor is returned with modifications to the contract; the contract provisions contained in the City’s Request for Proposal shall prevail unless the Vendor’s proposed alternative provisions are expressly approved in writing by the Director or designee.

K. PUBLIC RECORD

All proposals submitted in response to the Request for Proposal shall become the property of the City and shall become a matter of public record available for review pursuant to Arizona state law after the award notification.

L. CONFIDENTIAL INFORMATION

The City of Phoenix is obligated to abide by all public information laws. If a Vendor believes that a specific section of its proposal is confidential, the Vendor shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Vendor shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department will review the material and make a determination.

M. SUBMISSION OF PROPOSAL

Sealed Envelope or Package. Except for electronic submissions, when authorized, each Proposal shall be submitted to the submittal location identified in this Solicitation. Proposals should be submitted in a sealed envelope or container. The envelope or
container should be clearly identified with name of the Vendor and Solicitation number. The City may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

N. WITHDRAWAL OF OFFER

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

Public Record. All Proposals submitted and opened are public records and must be retained by the City. Proposals shall be open to public inspection after Contract award, except for such Proposals deemed to be confidential by the City. If a Vendor believes that information in its Proposal should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Proposal detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The City shall determine whether the identified information is confidential.

Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Vendor certifies that:

The Vendor did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Proposal; and

The Vendor does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

O. LATE PROPOSALS

Late proposals shall be rejected regardless of the reason, including mail delivery problems beyond Vendor’s control. Vendors mailing their responses should allow sufficient time to insure delivery by the date and time specified.

P. NON-RESPONSIVE PROPOSALS

Proposals deemed non-responsive will not be evaluated or considered for award.

The following proposals will not be evaluated:

1. Proposals submitted unsigned.

2. Proposals that do not conform to the minimum specifications stated in the scope of work.
IV – INSTRUCTIONS TO PROPOSERS

3. Proposals submitted without complete pricing.

4. Proposals that contain altered or conditional cost information.

5. Proposals submitted by a Vendor who does not have valid certifications and/or licenses required by state, federal or local law or regulations to perform the service requested at the time of the submittal.

6. Proposals that fail to contain the required bonds, security assurances or insurance certificates as specified in this RFP.

7. Proposals not received by the designated due date, place and time.

8. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:

9. Vendor does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.

10. Proposal does not comply with the submission requirements including any specified page limits.

11. Vendor does not have a past record of sound business integrity and a history of fulfilling contractual obligations.

12. Vendor is not financially stable, solvent, or has cash reserves to meet all financial obligations while waiting reimbursement from the City. (A Vendor who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Vendor’s creditor).

13. Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, is intended to mislead the City in its evaluation of the proposal.

Q. RESPONSIVE PROPOSALS

Proposals must meet all material requirements of the solicitation. All required elements of a sealed proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in the Scope of Work in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Vendors before a final recommendation is made. If presentations are requested and presented, the evaluation team will re-convene, review, and re-score the evaluation categories based on the expanded information.
In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Vendor for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Vendor submitting a proposal.

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

If two or more finalists are tied, the finalist with the lowest cost proposal score will be awarded the contract.

R. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY

In order to do business with the City, Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

S. OFFER AND ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for [120] days after the proposal due date and time.

T. DISCUSSIONS

The City reserves the right to conduct discussions with Vendors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to solicitation requirements. If such a discussion is deemed necessary, the only City staff that is authorized to contact the Vendor is the contract representative listed on the front of this proposal. The contract representative shall document any such discussion in the City’s file.

U. EVALUATION CRITERIA

Proposals will be evaluated and scored by members of an evaluation committee in accordance with the criteria stated in Section V, consisting of technical component(s) and a pricing (or “cost”) component.

In addition, the committee MAY request a formal presentation from the highest ranked Vendors before a final recommendation.

Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

Taxes: Arizona transaction privilege and use taxes shall not be considered for evaluation.
Late Offers. A Proposal submitted after the stipulated Proposal due date and time shall be rejected.

Disqualification. A Vendor (including any of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be disqualified from being considered.

City's Right to Disqualify for Conflict of Interest. The City reserves the right to disqualify any Vendor on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Vendor submitting a proposal herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

Acceptance Period. In order to allow for an adequate evaluation period, the City requires the Proposal to remain in effect and irrevocable for a period of 120 calendar days from the due date. If a Best and Final Offer is requested pursuant to a Request for Proposals, a Vendor shall hold its Proposal open for one hundred-twenty (120) days from the Best and Final Offer due date.

Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the City reserves the right to:

1. Waive any minor informality;
2. Reject any and all Proposals or portions thereof; or
3. Cancel the Solicitation.
4. Re-issue the Solicitation.

Remedies. City shall have, in addition to the remedies provided herein, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona. Vendor shall have, subject to the limitation imposed by the terms of this agreement, all remedies afforded by the Uniform Commercial Code as adopted by the State of Arizona.

V. PROPOSAL RESULTS

Proposals will be opened on the proposal due date, time and location indicated in the Schedule of Events. Proposals and other information received in response to the Request for Proposal shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Proposals are not available for public inspection until after award recommendation has been posted to the City of Phoenix website, Human Services tab at https://www.phoenix.gov/solicitations.

W. AWARD

The Vendor whose proposal receives the highest score will be recommended for the contract award. When applicable, final contract award is subject to authorization by Phoenix City Council.
IV – INSTRUCTIONS TO PROPOSERS

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

**Number or Types of Awards.** The City reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is most advantageous to the City. If the City determines that an aggregate award to one Vendor is not in the City’s best interest, “all or none” Proposals shall be rejected.

**Contract Inception.** A Proposal does not constitute a Contract nor does it confer any rights on the Vendor to the award of a Contract. A Contract is not created until the Proposal is accepted in writing by the City’s signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Proposal.

**Effective Date.** The effective date of this Contract shall be the date that the City Department Director signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract. Once the contract is executed, certificates of insurance and other required documents are received; a Notice to Proceed will be issued stating that all requirements to commence work have been met.
V. EVALUATION REQUIREMENTS

A. EVALUATION CRITERIA AND FORMAT

Submit an original (hard copy) and five (5) photocopies of the proposal. Proposal shall be submitted in sealed package/envelope clearly indicating the vendor name, address and the following information:

Request for Proposal No. HSD-EDU-P15-01
Head Start Learning Institute – Professional Services
Due Date: September 15, 2014, by 4:00 P.M. local time

Excluding Offer and Contract Award Form, resumes and certifications, the proposal should be limited to 15 pages. Double-sided counts as two pages.

All timely proposals will be reviewed to determine whether the minimal qualification requirements have been met. Proposals that do not meet all qualifications requirements will be considered non-responsive and will be rejected.

Each Proposal has two parts; a Technical component and a Price (“Cost” or “Pricing”) component. Each Proposal will be evaluated on its technical and cost merits by a panel of reviewers. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Method of Approach – Delivery of Training</td>
<td>400</td>
</tr>
<tr>
<td>Experience and Qualifications</td>
<td>300</td>
</tr>
<tr>
<td>Pricing</td>
<td>300</td>
</tr>
<tr>
<td>Total available points</td>
<td>1000</td>
</tr>
</tbody>
</table>

B. EVALUATION COMMITTEE

An Evaluation Committee comprised of City and non-City panel members will evaluate the proposals based on the following criterion, which are listed in descending order of importance.

- Method of Approach - Delivery of Training
- Qualifications and Experience
- Cost per session

C. VENDOR’S EXPERIENCE AND QUALIFICATIONS

Method of Approach – Delivery of Training (400 possible points)
Describe your method of approach and delivery of training to satisfy the requirements of the scope of work. You may utilize a written narrative or other printed technique to demonstrate the ability to address issues such as:

1. Detailed course description utilizing an established training curriculum to demonstrate your ability and experience to successfully perform the services described in the scope. Describe how you will make the connection between the big ideas in early childhood mathematics including Number Sense and Operations, Patterns, Measurement and Comparing, Geometry and Spatial Sense, Data Analysis and intentional teaching practices. Include learning objectives, length of training and required materials. Also include what audio visual equipment, if applicable, is necessary to conduct the training.

2. Describe sample training sessions (not to exceed 3) which best demonstrate your ability and experience to successfully perform the services. The sample(s) must be of similar complexity and magnitude.

**Experience and Qualifications (300 possible points)**

Include a brief Experience Summary of your firm including the following information:

1. Indicate Small Business Enterprise participation.

2. Provide a summary of your organization’s experience and the expertise of staff in providing the proposed service.

3. Resumés - Submit a current resumé for each professional delivering service.
   Resumés should be a maximum of 3 pages. Best practices utilizing highly qualified professional, trainers.

4. References - Submit a list of three references that are verifiable and relate to the proposed service. Include organization name, contact name, address, phone number, fax number, email, and dates of performance. City employees should not be named as references.

**Pricing (300 possible points)**

1. Please submit a flat fee cost breakdown for the proposed training class to include the following line items:
   - A minimum of four (4) trainers for three (3) consecutive days;
   - Cost of travel, lodging and food for all contractor staff;
   - Materials and supplies for all trainers and participants.

2. Describe any methods to ensure the City receives satisfactory products and services at low costs, and how your firm strives to provide the best value at the lowest price.

**D. GENERAL INFORMATION**

1. **Discussions**: Discussions may be conducted with the vendor whose offer best meets the requirements considered for award. If discussions are conducted, the City
may request that a revised offer be submitted. Award may be made without discussions, therefore, offers shall be submitted complete and on most favorable terms.

2. **Decision:** A recommendation for award will be made by the Evaluation Committee to the Director of the Human Services Department, and final approval is made by City Council, whose decision will be final. A single award will be made to the responsible contractor whose proposal is determined to be most advantageous to the City. IT IS UNDERSTOOD that the City of Phoenix may accept or reject, in part or in whole, any proposal, or make a counter offer.

3. **Debriefing:** After contract award, vendors may contact the Solicitation Contact to clarify or resolve any concerns from this solicitation or contract award. The primary goal of this process is to resolve issues at the lowest administrative level. Issues discussed during this phase are not considered a formal protest.

E. **CONTRACT DOCUMENT**

Upon award of a contract, the following shall comprise the contract document:
- Completed Offer and Acceptance Form
- Award Notification Sheet
- Scope of Work
- Method of Approach/Delivery of Training
- Cost Proposal
- Terms and Conditions
- Special Terms and Conditions (if applicable)
- Contractor’s Proposal
- Indemnification (Certificates of Insurance)
VI. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular bidder or offeror shall be posted to the City of Phoenix website, Human Services tab at https://www.phoenix.gov/solicitations. Any unsuccessful bidder may file a protest no later than 7 calendar days after the recommendation is posted on the website. Protests should include the following:

- Identification of the RFP or other solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

Submit to:
City of Phoenix Human Services Department
ATTN: Deputy Director Management Services Division
200 W. Washington Street – 18th Floor
Phoenix, Arizona 85003-1611

HSD staff will address the points of the protest and submit a recommendation to the HSD Director who will render a written final decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.
SECTION VII – STANDARD TERMS AND CONDITIONS

VII. STANDARD TERMS AND CONDITIONS

Vendor’s offer is subject to the following standard terms and conditions.

A. DEFINITION OF TERMS

For purposes of this contract, the following definitions shall apply:

“Amendment” Means a written document issued by the City and signed by the Contractor which alters the contract and identifies the following: (i) a change in the Work (ii) a change in the Contract Amount (iii) a change in the time allotted for performance and /or (iv) an adjustment to the Agreement terms

“Capital Equipment” All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software, and all other equipment costing $5,000.00 or more with a useful life of greater than one year. This amount includes all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g. taxes, freight, installation, assembly and testing charges, etc.). Capital equipment does not include real property (e.g. land, buildings, structures, or facilities' improvements).

"City" The City of Phoenix Human Services Department who executes the contract.

"City Funds" All sources of funds administered under this contract by the City including federal, state, and local.

"Contract" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Contract Representative" The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this Contract.

"Contractor" The individual, partnership, corporation, limited liability company, joint venture, or other business entity who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
### “Department Director”

The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

### “Days”

Means calendar days unless otherwise specified.

### “Deputy Director”

The Deputy Director over the Department.

### “Employer”

Any individual or type of organization that transacts business in this State that has a license issued by an agency in the State and employs one or more employees in this state. Employer includes this State, any political subdivision of this State and self-employed persons. In the case of an independent contractor, employer means the independent contractor, and does not mean the person or organization that uses contract labor. (A.R.S. § 23-211).

### “For-Profit Subrecipient”

A non-Federal entity, established as a for-profit corporation, that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual who is a beneficiary of such a program.

### “Offer”

A proposal or quotation.

### “Subcontractor”

Means an individual, firm, partnership, corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor, of any tier for the performance of any part of the Agreement. When the City refers to Subcontractor(s) in this document, for the purpose of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level, and/or tier, all subcontractors, sub-consultants, suppliers and material men.

### “Subrecipient”

A non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual who is a beneficiary of such a program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
“Solicitation”
Means a Request for Proposal (RFP).

“Suppliers”
Firms, entities or individuals furnishing goods or services directly to the City.

“Vendor”
A dealer, distributor, merchant or other seller providing goods or services required for the conduct of a Federal program. These goods or services may be for the Contractor’s own use or for the use of beneficiaries of the Federal program.

“Vulnerable Adult”
An individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

B. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, manuals, and codes of the Federal, State, and Local governments whether or not specifically referenced herein. Specifically, the following apply:

1. NON-DISCRIMINATION
Contractor is prohibited from discriminating against any applicant, worker, employee, any member of the public, or recipients of benefits because of race, color, religion, sex, national origin, age, or disability nor otherwise commit an unfair employment practice. This includes, but not be limited to, employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
Contractor further agrees to incorporate the preceding paragraph in all subcontracts, job-consultant agreements, or subleases of this agreement entered into by Contractor. Specifically, the following non-discrimination laws apply:

Unless exempt under Federal law, Contractor shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, and State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, shall have equal access to employment opportunities.

Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of, or participation in, contract services on the basis of race, color, or
national origin. In addition, Contractor shall take reasonable steps to ensure that individuals with limited English proficiency have meaningful access to the health and social services provided and that sufficient effective communication exists between Contractor and such individuals to assure such access.

The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.

Therefore, the following statement shall be included in all publications, forms, flyers, etc. that is distributed to recipients of contract services:

“Under the Americans with Disabilities Act, it is the policy of (insert Contractor name here) to make reasonable accommodations for persons with disabilities to allow them to take part or have access to its programs, services, or activities. Individuals with disabilities, who need accommodation, including auxiliary aids for effective communication such as sign language interpreters or enlarged print materials, are invited to make their needs and preferences known to: (insert Contractor contact name/phone/TDD No. here)”

Contractor shall comply with Title IX of the Education Amendments of 1972, 20 USC 1681-1683, 1685 and 1686 which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

2. SMOKING POLLUTION CONTROL MEASURES

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

3. DRUG-FREE WORKPLACE

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

4. LOBBYING

The Contractor agrees to comply with the “Disclosure of Lobbying Activities” regulations (P.L. 101-121; 31 U.S.C. 1353). This law requires contractors and grantees of federal funds to certify that no federal funds are used for lobbying activities and provides for penalties for failure to provide this certification. This certification is a requirement for contracting.

5. DEBARMENT

The Contractor agrees to abide by Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant Responsibilities), published as Part VII of the May 26, 1988, Federal Register (pages 19159-19211).

6. LEGAL WORKER

As required by A.R.S. §41-4401, Contractor agrees to comply with all federal immigration laws and regulations that relate to its employees and/or subcontractors’ employees, and their compliance with A.R.S. §23-214, subsection A. Contractor also agrees that any violation of this requirement shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract. Contractor acknowledges that City retains the legal right to inspect the papers of its contractor or subcontractor employees that work on the contract to verify such compliance.

7. FEDERAL IMMIGRATION AND NATIONALITY ACT

Contractor shall comply with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees during the contract term. Contractor shall maintain Employment Eligibility Verification Forms (I-9) as required by the U.S. Department of Labor. At the City’s discretion, the City may request verification of compliance. If the Contractor does not comply with this requirement, the City retains the right to pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. Contractor shall bear all costs necessary to verify compliance.

8. CRIMES AGAINST CHILDREN

Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.

9. POLITICAL ACTIVITY

Contractor shall comply with the requirements of the Hatch Act which restricts political activity of individuals employed by recipient or sub-recipients whose principal employment
is in connection with an activity that is financed in whole or in part by grants made by the Federal agency.

10 BIOLOGICAL AGENTS & TOXINS

Contractor shall comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) which prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

11. SEAT BELT USE

Pursuant to EO 13043 (4/16/1997), Increasing the Use of Seat Belts in the US, Contractors are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

12. FINGERPRINTING/BACKGROUND CHECK

Contractor agrees to comply with A.R.S. § 46-141 (as may be amended), whose provisions are hereby incorporated in their entirety and made part of this contract. For reference, these provisions include, but are not limited to, that contracts entered into for the provision of services to juveniles or vulnerable adults shall provide that, as a condition of employment, personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults, shall have a valid class one or class two fingerprint clearance card issued pursuant to Title 41, Chapter 12, Article 3.1, or shall apply for a class one or class two fingerprint clearance card within seven working days of employment. In addition, City of Phoenix Administrative Regulation 4.45 requires Contractors and/or its contract workers, if performing work for, or on behalf of the City, shall be required to obtain background checks. City may allow all or part of the costs of fingerprint and background checks to be included as an allowable cost.

C. CONTRACT ADMINISTRATION AND OPERATION

1. RELATIONSHIP OF PARTIES/EMPLOYEE DISCLAIMER

In all matters relating to this agreement each party hereto shall be solely responsible for the acts of its employees and agents, and employees or agents of one party shall not be considered employees or agents of the other party. Except as otherwise provided herein, no party shall have any right, power, or authority to create any obligation, express or implied, on behalf of any other party. Nothing in this agreement is intended to create or constitute a joint venture, partnership, agency, trust, or other association of any kind between the parties or persons referred to herein.

2. NOTICES

Notices to the Contractor required by this contract shall be made by the City to the authorized Contractor Representative designated to receive notices. Notices to the City
required by this contract shall be made by the Contractor to the authorized City representative designated to receive notices. All notices shall reference the contract number.

3. RETENTION, INSPECTION, AUDIT, AND COPYING OF RECORDS

Consistent with Arizona Revised Statutes §35-214, the Contractor shall retain and contractually require each subcontractor to retain all data, books, accounts, reports, files, and other records relating to the performance of the Contract for a period of five years from the date of final payment under this contract, or if subject to Health Insurance Portability & Accountability Act which is six years from the date of final payment.

At any time during the term of this Contract and five years thereafter, the records of the Contractor or any subcontractor shall be subject to inspection, audit, and copying, by the City, and where applicable, the State or Federal government, at reasonable times, or produced at City Offices as designated by the City.

Contractor shall maintain service records in accordance with this contract, meet the following standards, and include at a minimum:

A. Adequate identification of the service provided and each service recipient’s application for contract and subcontract activities;
B. Personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
C. Time and attendance records for individual employees to support all salaries and wages paid;
D. Records of the source of all receipts and the deposit of all funds received by the Contractor;
E. Original invoices, statements, sales tickets, billings for services, deposit slips, etc, and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to this contract;
F. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and
G. Copies of lease/rental agreements, mortgages and/or any other agreements which is any way may affect contract expenditures.

Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

D. AUDIT REQUIREMENTS

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

1. Sub recipient - Federal Funds over $500,000
In compliance with the Federal Single Audit Act (31 U.S.C. Section 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), Contractors designated as sub recipients, as prescribed by the President's Council on Integrity and Efficiency Position Statement No. 6, expending Federal Funds from all sources totaling $500,000 or more, must have an annual audit conducted in accordance with the audit and reporting standards as prescribed in OMB (Office of Management and Budget) Circular A-133. The audit must include the Reporting Package as outlined in OMB Circular A-133 which requires the City's contract numbers and award amounts to be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. Contractor's auditor will certify the audit was conducted in accordance with OMB Circular A-133.

After completion of the audit, Contractor shall submit 2 copies of the Audit Report, Management Letter and Auditor's Opinion within thirty (30) days to the City representative designated to receive notices. Audit shall be completed within a reasonable time after the end of the contractor's fiscal year, but not later than nine months after the contractor's fiscal year in which the contract expires.

2. Sub recipient– Federal Funds under $500,000

Contractors expending less than $500,000 in Federal Funds from all sources are exempt from Federal audit requirements of A-133 for that year. However, an annual financial audit, performance audit, evaluations, inspections, or reviews may be required by the City.

3. For-profit Sub recipient
In accordance with OMB Circular A-133, for-profit sub recipients may be subject to applicable compliance requirements established by the City. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the contract, and post-award audits.

4. Vendor
To insure accountability of the delivery of all goods and services, Contractors designated as vendors, shall ensure that the procurement, receipt, and payment for goods and services comply with laws, regulations, and the terms of the contract.

   a. EVALUATION AND MONITORING

The City may evaluate and the Contractor shall agree to cooperate in the evaluation of contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the contractor's progress and/or success in achieving the service requirements and deliverables set forth in this contract. The Contractor agrees that the City may monitor the contractor or subcontractor, in the services delivered, facilities maintained, and fiscal practices. Contractor shall cooperate in such efforts. Contractor shall participate in third party evaluations if the City retains an inspector to monitor the Contract.
5. VISITATION AND INSPECTION

Contractor's or subcontractor's facilities, services and individuals served, pertaining to the contract shall be available for visitation, inspection by the City and any other appropriate agent of the City, State, or Federal Government. At the discretion of the City, visitation and inspection may occur at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, City may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served.

6. PROFESSIONAL STANDARDS

Contractor shall deliver contract services in a humane and respectful manner, and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, applicable licenses, permits, and authority required must be maintained as presented in the contract.

7. CONFIDENTIALITY AND DATA SECURITY

Contractor shall observe and abide by all applicable City, State and Federal statutes, rules, and regulations regarding use or disclosure of information including, but not limited to personally identifying information/data, substance abuse, alcohol abuse, mental health, and/or HIV AIDS, concerning applicants for and recipients of contract services. To the extent permitted by law, Contractor shall release information to the City as required by the terms of this contract, by law, or upon request. In addition, Contractor shall acknowledge they are prohibited from releasing information to other independent parties, and from using the information for any purpose other than it was originally intended.

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor related to this Agreement is confidential, proprietary information owned by the City. Unless as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee.

Contractor shall secure and protect personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files and includes data stored on laptop computers, computerized devices, or removable storage devices. When this data is no longer required, Contractor shall redact or destroy the data through appropriate and secure methods that ensure it cannot be viewed, accessed, or reconstructed.

In the event that the data is believed to have been compromised, Contractor shall notify the Department Director immediately, and is prohibited from notifying the individuals affected by the breach without prior written consent of the City. Contractor shall agree to reimburse City for any costs incurred to investigate potential breaches of the data, and
where applicable, the cost of notifying individuals that are affected by the breach. Contractor shall also acknowledge that it will be responsible for any costs the City incurs to defend itself, including attorneys’ fees, and for monetary damages or penalties the City is assessed as a result of breaches of information resulting from Contractor’s negligence.

Contractor further agrees to incorporate the preceding paragraph in all subcontracts, job-consultant agreements, or subleases of this agreement entered into by Contractor.

It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court and may result in immediate termination of this Agreement without notice.

8. COMPETITIVE BIDDING

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

9. CAPITAL EQUIPMENT
   a. If the contractor is authorized to purchase capital equipment or receives capital equipment from the City, it shall be itemized in the contract for utilization in the delivery of contract services. If capital equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all capital equipment purchased hereunder. Capital equipment specifically designated to be purchased within this contract, in whole or in part with City funds, shall be reported in accordance with City inventory policies and procedures. The Contractor shall report capital equipment purchased with contract funds to the City within thirty (30) days of purchase and submit the capital equipment inventory form to the person designated by the City to receive notices, and shall perform an annual inventory of all capital equipment purchased with City funds or received from the City.

   b. The City shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is less, in all capital equipment purchased under this contract. The City shall be included as a co-insured on any insurance policy that covers capital equipment purchased under this contract.

   c. The Contractor shall not dispose of any capital equipment purchased under this contract without the prior written consent of the City. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
d. Upon termination of this contract, any capital equipment purchased under this contract shall be disposed of as directed by the City, and if sold, the City shall be compensated in the amount of its equitable interest.

e. Contractors who are authorized to purchase computer hardware and/or software for use in contract services, or who receive donated hardware or software, must maintain a Computer Policy Manual defining regulations related to computer hardware and/or software.

f. Contractor shall maintain all equipment purchased with City funds according to the manufacturer’s recommended maintenance schedule unless otherwise permitted in writing by the City.

E. REPORTING REQUIREMENTS

Reporting shall adhere to the following schedule: No later than the 15th day following each reporting period during the contract term, the Contractor shall submit programmatic and financial reports in the form set forth in the contract. Such reports shall cover contract services and contract expenditures for the preceding reporting period and shall be certified as to their truth and accuracy by the Contractor. Failure to submit accurate and complete reports by the 15th day following the end of a reporting period may result, at the option of the City, in a forfeiture of such payment. No later than the 45th day following the termination of this Contract, the Contractor shall submit a final program and fiscal report. Failure to submit the final program and fiscal reports within the above time period may result, at the option of the City, in forfeiture of final payment. Contractor shall submit all reports to the notice name designated by the City and shall reference the assigned contract number.

F. SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports, or information required by any other section of this contract, the Contractor shall furnish the City with any additional documents and information upon reasonable request.

1. ACCOUNTING
Contractor’s accounting practices shall be in conformance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. Contractor shall maintain separate accounts for City funds awarded under this contract.

3. CLIENT FEES AND PROGRAM INCOME

Unless mandated by controlling law, the Contractor shall impose no fees or charges of any kind upon recipients for contract services authorized under Contract. However, if program income is generated and received by the Contractor as a result of contract
services, it shall be disposed of with guidance from the City and reported in accordance with applicable policies and procedures.

G. **ACKNOWLEDGMENTS**

All advertisements, publications, and printed materials that are produced by the Contractor and refer to contract services shall acknowledge that such services are funded under contract with the City. Where Federal and/or State funds are involved, Contractor shall acknowledge the specific funding source.

H. **COPYRIGHTS**

Contractor shall not copyright any materials or products developed through contract services without prior written approval by the City. Upon approval, the City shall have a non-exclusive and irrevocable license to reproduce, publish, or otherwise use or authorize the use of any copyrighted material.

I. **ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT**

Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City.

J. **PROPERTY OF THE CITY:** Any materials whatsoever, including but not limited to, reports, computer programs and other deliverables, created under this Contract are the sole property of the City. The Contractor is not entitled to a patent or copyright on those materials and may not transfer same to anyone else. Contractor shall not use or release these materials without the prior written consent of the City.

K. **OWNERSHIP OF INTELLECTUAL PROPERTY:** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the City shall be considered the creator of such Intellectual Property. The department, division, board or commission of the City requesting the issuance of this Contract shall own (for and on behalf of the City) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City within thirty (30) days of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Intellectual Property vests in the City and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the City. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the City without the express written authorization of the department, division, board or commission of the City requesting the issuance of this Contract.

L. **COSTS AND PAYMENTS**

**AVAILABILITY OF FUNDS**
Funding may not be available for performance under this Contract beyond the current fiscal year of the City. No legal liability on the part of the City for any payment may arise under this Contract beyond the current fiscal year. The City may reduce payments or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City shall have the sole and unfettered discretion in determining the availability of funds.

M. ALLOWABLE COSTS

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

- OMB Circular A-21 for educational institutions
- OMB Circular A-87 for State, local and Indian Tribal Governments
- OMB Circular A-122 for Non-Profit organizations
- 48 CFR Chapter 1-31.2 for Commercial Organizations

N. NON-WAIVER OF LIABILITY

The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, the Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law.

O. SUBSTANTIAL INTEREST DISCLOSURE

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

B. Lease agreements, rental agreements, or purchase of real property covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

C. For the purpose of this Section, “relative” shall have the same meaning as in City’s Administrative Regulation 2.91 (2) Definition.

P. STANDARDS OF CONDUCT

Contractor is required to maintain standards of conduct for its employees, consultants, members of governing bodies, and any others involved in grant-supported activities. Standards must be consistent with State and local laws, and must include at a minimum
expense, conduct related to financial interests, gifts, gratuities and favors, nepotism, political participation, and bribery.

Q. RIGHT OF OFFSET

Contractor acknowledges the provisions of the Phoenix City Code which require and demand that no payment be made to any contractor while there is an outstanding obligation due the City. City may direct any such obligation be offset against payment due the contractor.

The City also shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor’s non-conforming performance or failure to perform the contract, including expenses, costs and damages described in these Standard Terms and Conditions.

R. COST OR PRICING DATA CERTIFICATION

By signing the contract, any contract amendment, or other official form, Contractor certifies, to the best of the Contractor’s knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, if the City finds that the price was increased because the cost or pricing data furnished by the Contractor was inaccurate, incomplete or not current as of the date of certification, the City will readjust the price to exclude any significant amount. Such adjustment by the City may include overhead, profit or fees. When contract rates are set by law or regulation, the certifying of cost or pricing data does not apply.

S. PAYMENTS

Contractor shall submit applicable programmatic and financial reports as required by the contract. The City shall make payment or notify contractor of non-payment or reduced payment for non-performance no later than 30 days after complete and accurate invoices are submitted to the City.

If the Contractor is, in any manner, in default in the performance of any obligation under this contract, or if an audit exception is identified, the City may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Under no circumstances shall the City authorize payment to the Contractor that exceeds the Reimbursement Ceiling stated in the contract without an amendment to this contract in accordance with the Amendment section of these terms and conditions. Under no circumstances shall the City make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.

T. PAYMENT RECOUPMENT

The Contractor must reimburse the City upon demand or the City may deduct from future payments the following:
A. Any amounts received by the Contractor from the City for contract services which have been inaccurately reported or are found to be unsubstantiated.

B. Any amounts paid by the Contractor to a Subcontractor not authorized in writing by the City.

C. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the information disclosed in a Substantial Interest Disclosure statement.

D. Any amount paid by the City for services that duplicate services covered by other specific grants and contracts.

E. Any amounts expended for items or purposes determined unallowable by the City.

F. Any amounts paid by the City for which the Contractor’s books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services.

G. Any amount identified as a financial audit exception.

H. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;

I. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the “Certification of Cost or Pricing Data” section of these terms and conditions.

J. Any payments made for services rendered before the contract begin date or after the contract termination date.

U. PAYMENTS INDEMNIFICATION

Contractor shall be responsible for issuing payment for services performed by its employees, subcontractors, supplies, or any other third party incurred in the furtherance of the performance or arising out of the contract, and will indemnify and save the City harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the City’s request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

V. CONTRACT CHANGES

1. ASSIGNMENT & DELEGATION

Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Director of the Human Services Department.

2. SUBCONTRACTORS

Contractor shall not enter into any subcontract under this contract without the advance written approval of the City. The subcontract shall incorporate by reference the terms and conditions of this contract. Upon request, the Contractor shall provide copies of subcontracts relating to the delivery of contract services.

3. EXTENSION OR RENEWAL OF CONTRACT
Any extension or renewal must be made, by written mutual agreement, prior to the end of the contract term specified in this contract.

4. AMENDMENT

Any amendment to this contract shall be in writing and in accordance with policies and procedures promulgated by the City, and agreed to and signed by both parties.

5. NON-MATERIAL CHANGES

The Contractor shall give written notice to the designated City representative of any of the following non-material changes that affects either programmatic or financial requirements of this contract but a written amendment will not be necessary.

a. Change of address, telephone number, email, fax number;

b. Change of Contractor’s authorized signatory or his/her designee;

c. Change in the name and address of the designated representatives to which notices are to be sent;

d. Changes in contract related personnel positions of the Contractor which do not affect staffing ratios or staff qualifications required under this contract.

e. Change in the name of the Contractor where the ownership remains the same.

f. In Cost Reimbursement or Unit Fee contracts, whenever there is less than a 10% increase or decrease in any budget category.

6. BUDGET MODIFICATION

For any modifications to the approved Contractor’s Operating Budget when there is an increase or decrease in any budget category, Contractor shall complete and submit a Budget Modification Request.

Following review of the budget modification request, City staff will notify Contractor of either approval or denial of the request. For modifications that have a 10% or more increase or decrease in any budget category, City staff will notify Contractor in writing.

W. RISK AND LIABILITY

1. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’
Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City.

2. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

1. Commercial General Liability – Occurrence Form
Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to include the following additional insured language:
“The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor”.

2. Worker’s Compensation and Employers’ Liability
Workers’ Compensation Statutory
Employers’ Liability
- Each Accident $100,000
- Disease – Each Employee $100,000
Disease – Policy Limit $500,000

a. Policy shall contain a **waiver of subrogation** against the City of Phoenix.

b. This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

C. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within two business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Michael Smiley, Contracts Specialist I, 200 W. Washington Street, 18th Floor, Phoenix, Arizona 85006-1611).

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

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to (Michael Smiley, Contracts Specialist I, 200 W. Washington Street, 18th Floor, Phoenix, Arizona 85006-1611). The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

F. **SUBCONTRACTORS:** Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate
certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the Law Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

a. FORCE MAJEURE: Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure, a term that means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

Force Majeure shall not include the following occurrences:

X. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;

1. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and conditions; or

3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

i. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

ii. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

Y. CONTRACT TERMINATION
1. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST
The City reserves the right to disqualify any Contractor on the basis of any conflict of interest that is disclosed by any proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any proposer submitting a proposal or contractor herein, waives both any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City, or any court, any objections to the exercise of this right or disqualification by reason of real or apparent conflict of interest as determined by the City.

2. COVENANT AGAINST CONTINGENT FEES
The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

3. GRATUITIES
The City may, by written notice, terminate this contract, in whole or in part, if the City determines that a gratuity in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City for the purpose of influencing the outcome of the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such finds shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue the same remedies against the Contractor as the City could pursue in the event of default by the Contractor.

4. TERMINATION FOR CONVENIENCE
The City reserves the right, at its sole discretion, to terminate the contract without penalty or recourse, in whole or in part at any time upon 90 days prior written notice.

5. TERMINATION FOR DEFAULT
The City reserves the right to terminate the contract, in whole or in part, upon 15 days prior written notice specifying the effective date and the reasons for it, due to the failure of the Contractor to comply with any term and condition of the contract, including compliance with the Scope of Work, budget considerations, submittal of reports or the consistent furnishing of incorrect or incomplete reports or records, or compliance with any federal, state, and/or local laws. City may also terminate the contract for ineffective or improper use of funds provided under this contract.
City may terminate this contract immediately if the City determines that the health, welfare,
or safety of service recipients is endangered.

6. TERMINATION BY CONTRACTOR

Contractor may terminate the contract, in whole or in part, upon 90 days prior written notice to the City specifying the effective date.

7. CANCELLATION FOR CONFLICT OF INTEREST

The Contractor acknowledges that this contract is subject to cancellation pursuant to the provisions of Arizona Revised Statute § 38-511.

8. NOTIFICATION TO SUBCONTRACTORS OF TERMINATION

In the event the contract is terminated, with or without cause, or expires, the Contractor, upon receipt of the written notice, shall notify all subcontractors in writing of the effective date of the termination, and minimize all further costs to the City.

9. CONTINUATION OF PERFORMANCE THROUGH TERMINATION

Each party shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed by the City. In the event of termination, all contract documents, data, and reports shall become the property of the City and be delivered upon request. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted up to the effective date of the termination. Whenever determined appropriate by the City, Contractor shall assist the City in the transition of services to other contractors or to the City.

10. TRANSITION OF ACTIVITIES

If a contract is awarded to a new contractor for similar services currently being performed by the Contractor, the City’s authorized representative will coordinate all transition activities. During the transition period, the Contractor shall work closely with the new contractor’s personnel and/or City’s staff to ensure a thorough transfer of duties and responsibilities. The City reserves the right to determine which service delivery almost completed will remain with the current Contractor of record.

11. PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this contract shall not be considered a waiver by the City of any and all rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

12. SUSPENSION OR DEBARMENT

The City may, by giving written notice to the Contractor, immediately terminate this contract if the City determines that the Contractor has been debarred, suspended, or
otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

Z. CONTRACTUAL REMEDIES

1.

A. CONTINUATION DURING DISPUTES

The parties shall agree as a condition of any contract awarded, that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of the contract entered into, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

B. APPLICABLE LAW

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

C. DELAY IN EXERCISING CONTRACT REMEDY

Failure or delay by a party to exercise any right, power, or privilege shall not be deemed a waiver thereof. Failure to exercise any right, power, or privilege under this contract shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.

2. GRIEVANCES BY RECIPIENTS OF SERVICES

Contractor shall maintain a formal system acceptable to and approved by the City for reviewing and adjudicating grievances by recipients of services or subcontractors arising from this contract.

Contractor shall advise all applicants for and recipients of contract services of their right, at any time or for any reason, to present to the Contractor and to the City any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The City may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
VIII. PROPOSAL CHECK LIST

(NOT NECESSARY TO RETURN CHECKLIST WITH OFFER)
(For Proposer's Use Only):

Check off each of the following as the necessary action is completed.

☐ 1. Submittals and required attachments are included. All contract terms have been read.


☐ 3. The prices offered have been reviewed. All blanks have been filled in. The pricing page is included with the Proposal Response.

☐ 4. The resume and other page limitations, if any, have been followed.

☐ 5. The specified number of copies, plus an original of your proposal, has been included.

☐ 6. Any addenda, if applicable, have been signed and are included.

☐ 7. Offer and Contract Award form is typewritten and signed in blue ink.

☐ 8. The submittal envelope is sealed and addressed to:

City of Phoenix Human Services Department
200 W. Washington Street – 18th Floor
Reception Desk Submittal Box
Phoenix, Arizona 85003-1611

ATTN: Request for Proposal No. HSD-EDU-P15-01
Head Start Learning Institute
Due Date: September 15, 2014

The submittal envelope clearly shows: Your company’s name and address, the RFP Number, RFP Title, and the proposal opening date.

☐ 9. The response will be mailed in time to be received no later than 4:00 p.m. local Arizona time.
OFFER AND CONTRACT AWARD
HUMAN SERVICES DEPARTMENT

Submit the original of this form to the City of Phoenix.

Supplemental Request for Proposals #HSD-EDU-P15-01 Head Start Learning Institute- Professional Services

OFFER

TO: The City of Phoenix (City)

Subject to acceptance by the City, the undersigned hereby offers and agrees to provide the services(s) in compliance with all terms, conditions, scope of work, and any solicitation amendments. A signature below also certifies understanding of and compliance with these contractual documents. The undersigned further agrees to keep this offer open for acceptance by the City for a period of 120 days.

Federal Employer ID #

Company Name:

Company Contact:

Mailing Address:

City, State, Zip:

Phone/Fax:

Email:

Signature of Person Authorized to Sign Offer:

Printed Name/Title:

ACCEPTANCE OF OFFER AND CONTRACT AWARD (for City of Phoenix use only)

Your offer is hereby accepted.

The Contractor is now bound to provide the service(s) listed in the attached award notification based upon the Solicitation, including all terms, conditions, scope of work, amendments, etc., and the Contractor’s offer as accepted by the City of Phoenix.

CITY OF PHOENIX
A Municipal Corporation
ED ZUERCHER, City Manager

By: _____________________________
Moises Gallegos
Acting Human Services Director
Awarded this date: ______________

APPROVED AS TO FORM:

________________________________________
Acting City Attorney

ATTEST:

________________________________________
City Clerk
NOTICES:
Contractor shall submit all notices related to this contract as follows:

To CITY at:
City of Phoenix Human Services Department
Education Division
ATTN: Patricia Nightingale, Deputy Director
200 W. Washington - 19th Floor
Phoenix, AZ 85003-1611

Phone: (602) 262-4040
Fax: (602) 534-2092
Email: patricia.nightingale@phoenix.gov

For contract administration purposes, the Contractor shall address all notices relative to this Contract to the attention of:

City of Phoenix Human Services Department
Education Division
ATTN: JoAnn Jackson, Head Start Education Specialist
200 W. Washington – 19th Floor
Phoenix, AZ 85003-1611

Phone: (602) 534-1564
Fax: (602) 495-5690
Email: joann.jackson@phoenix.gov

The City of Phoenix Human Services Department shall address all notices relative to this Contract to the attention of:

Phone:
Fax:
Email:

CONTRACT TERM:
The term of this Contract shall begin on October 16, 2014 and shall terminate on January 31, 2015.

SERVICE AWARDED:
For Fiscal Year 2014-2015, the service and fund source, are awarded as follows:

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Fund Source</th>
<th>Contract Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Head Start Learning Institute</td>
<td>U.S. Dept. of Health and Human Services / Early Head Start</td>
<td>Flat Rate Fee</td>
</tr>
<tr>
<td>Training Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>