REQUEST FOR PROPOSALS (“RFP”)

RFP-HSD-EDU-1617-CCP

EARLY HEAD START
CHILD CARE PARTNERSHIP EXPANSION
HEAD START BIRTH TO FIVE PROGRAM

RFP ISSUED: 12/22/2016

CONTRACT REPRESENTATIVE

ANDREA NEJERES
PROCUREMENT OFFICER
hsdprocurement@phoenix.gov
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SOLICITATION TRANSPARENCY POLICY

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

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer conducted in person at 200 West Washington Street, 18th Floor, 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 Proposers, 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 proposers.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process.

PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official disqualification notice is received, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the proposer, regardless of whether the City responds to the contact. Proposers that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation.

The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.
SECTION I – INTRODUCTION

1. OVERVIEW

The City of Phoenix, Human Services Department (HSD), Education Division invites sealed proposals to provide Early Head Start Child Care Services for the Head Start Birth to Five Program in accordance with the specifications and provisions contained herein.

Pursuant to Chapter II, Section 2, Paragraph (1) of the Phoenix City Charter, the City of Phoenix Human Services Department (HSD), Education Division, makes funding available to contract with regulated center-based child care providers who agree to meet the Head Start Program Performance Standards. New Early Head Start Child Care Partnerships (EHS-CCP) will increase access to high quality, full-day, full-year child care. Funding is available to serve a maximum of 112 infants and toddlers in multiple locations.

2. PROGRAM BACKGROUND

The beginning years of a child’s life are critical for building the early foundation needed for success in school and later in life. During these years, children’s brains are developing rapidly, influenced by the richness of their experiences, including day-to-day interactions with their caregivers. Too many young children are missing out on high quality early learning experiences that build this foundation and prepare them to succeed in school. With disparities between lower and higher income children starting as early as 9 months of age, high quality early learning programs for infants and toddlers are a key ingredient to closing the opportunity gap, leveling the playing field, and making sure all of our children have the best odds at success.

The City of Phoenix is a Grantee for Head Start birth to five currently serving 3,488 infants, toddlers, preschoolers and their families in either center-based, home-based, or child care partnerships. Early Head Start is a Federally-funded, full-day and full-year, family-centered early care and education program for low-income infants and toddlers authorized in 1994. The program provides early, continuous, intensive, and comprehensive child development and family support services that enhance the physical, social, emotional, and intellectual development of participating children. In addition, Early Head Start provides young children with an array of comprehensive services, including health, nutritional, behavioral, and family services.

The goals of Early Head Start are:

- To provide safe and developmentally enriching caregiving which promotes the physical, cognitive, social and emotional development of infants and toddlers by preparing them for future growth and development;
- To support parents, both mothers and fathers, in their role as primary caregivers, their teachers and families in meeting personal goals and achieving self-sufficiency across a wide variety of domains;
- To mobilize communities to provide the resources and environment necessary to ensure a comprehensive, integrated array of services and support for families;
- To ensure the provision of high quality responsive services to families through the development of trained, and caring staff.

EHS-CCP brings together the best of Early Head Start and child care through layering of funding. Children in vulnerable families have access to child care settings that meet their specific needs. Parents in eligible low-income families who are working or in training receive help paying for child care. Child care providers receive reimbursement for serving low-income families. Child care providers receive support to improve quality of care. All infants and toddlers attending an EHS-CCP benefit from this program.

Children eligible for Early Head Start must be under the age of 3 and meet one of the following eligibility categories:

- Family income below 100% of Federal Poverty Level
- Family participating in TANF or SSI program
- Child is experiencing homelessness or in foster care

3. REQUIRED GEOGRAPHICAL LOCATIONS

Child care providers must provide child care services in one or more of the following zip codes within the boundaries of Alhambra, Cartwright, Pendergast, Washington, Isaac and Fowler School districts: 85009, 85015, 85017, 85019, 85031, 85033, 85035, 85037, 85020, 85023, 85029, 85051, and 85053.

4. PROJECTED AWARD

The City anticipates multiple contract awards for this service.

5. AVAILABLE FUNDING

Approximate funding for these services shall not exceed $4,000,000 annually and is made available from the U.S.
Department of Health and Human Services, Administration of Children, Youth and Families. The program is administered by the City of Phoenix Human Services Department. Funding is expected to be available for 54 months.

Contracted child care partners are required to enroll 25% of the funded EHS slots with children receiving child care subsidies. The EHS funding is layered with child care subsidy funding to enhance the quality of services.

Contracted child care partners are reimbursed monthly for the number of EHS children enrolled in their center based on the three categories of funding listed below.

If a child loses their subsidy, the full rate will be reimbursed for up to three months to ensure continuity of care. EHS teachers will be eligible for a Professional Development stipend for training coordinated by the grantee in addition to their regular 40-hour work week.

Start-Up funds may be available for classroom furniture and materials and facility improvements that are necessary to meet health and safety standards.

<table>
<thead>
<tr>
<th>Description</th>
<th>Monthly Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Child under 1-year-old with DES Child Care subsidy</td>
<td>$23.21 per day</td>
</tr>
<tr>
<td>Child 1 – 3 years old with DES Child Care subsidy</td>
<td>$20.36 per day</td>
</tr>
<tr>
<td>All Children without subsidy</td>
<td>$53.95 per day</td>
</tr>
<tr>
<td>Continuity of Service for child that loses subsidy</td>
<td>Reimbursed at full rate for up to 3 months</td>
</tr>
<tr>
<td>Professional Development Stipend for Teachers</td>
<td>$150.00 per day, per teacher, per month</td>
</tr>
<tr>
<td>Start-Up Environmental Improvement</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Early Head Start is designed to reimburse 80% of the total service costs. Therefore, other revenue sources are required to operate an Early Head Start Program, as either cash or in-kind services. Child care providers will be asked to assist with identifying creative ways to collaborate with community partners and parents to generate the in-kind services.
SECTION II – SOLICITATION PROCESS AND INSTRUCTIONS

1. SCHEDULE OF EVENTS – DATES ARE SUBJECT TO CHANGE

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Conference</td>
<td>January 4, 2017 @ 1:30 PM (Local Time)</td>
</tr>
<tr>
<td>Written Inquiries Due Date</td>
<td>January 6, 2017 by 12:00 PM (Local Time)</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>January 17, 2017 by 1:00 PM (Local Time)</td>
</tr>
<tr>
<td>Site Visits</td>
<td>January 30, 2017 and January 31, 2017</td>
</tr>
<tr>
<td>City Council Agenda (Estimated)</td>
<td>March 1, 2017</td>
</tr>
<tr>
<td>Contract Commencement</td>
<td>April 1, 2017</td>
</tr>
</tbody>
</table>

2. DEFINITION OF ACRONYMS AND KEY WORDS USED IN THIS RFP

<table>
<thead>
<tr>
<th>ACRONYM</th>
<th>MEANING</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACC</td>
<td>Arizona Corporation Commission</td>
</tr>
<tr>
<td>A.R.S.</td>
<td>Arizona Revised Statutes</td>
</tr>
<tr>
<td>ASQ</td>
<td>Ages and Stages Questionnaire</td>
</tr>
<tr>
<td>AZ DHS</td>
<td>Arizona Department of Health Services</td>
</tr>
<tr>
<td>AZ DES</td>
<td>Arizona Department of Economic Security</td>
</tr>
<tr>
<td>CACFP</td>
<td>Child and Adult Care Food Program</td>
</tr>
<tr>
<td>CDA</td>
<td>Child Development Associate Credential</td>
</tr>
<tr>
<td>CLASS</td>
<td>Classroom Assessment Scoring System</td>
</tr>
<tr>
<td>DES</td>
<td>Department of Economic Security</td>
</tr>
<tr>
<td>EDU</td>
<td>Education Division of the Human Services Department</td>
</tr>
<tr>
<td>EHS-CCP</td>
<td>Early Head Start Child Care Partnership</td>
</tr>
<tr>
<td>FSF</td>
<td>Family Support Specialists</td>
</tr>
<tr>
<td>FTF</td>
<td>First Things First</td>
</tr>
<tr>
<td>HSD</td>
<td>Human Services Department</td>
</tr>
<tr>
<td>IDEA</td>
<td>Individuals with Disabilities Education Act</td>
</tr>
<tr>
<td>ITERS</td>
<td>Infant/Toddler Environment Rating Scale</td>
</tr>
<tr>
<td>NAEYC</td>
<td>National Association for Education of Young Children</td>
</tr>
<tr>
<td>PD</td>
<td>Professional Development</td>
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<tr>
<td>QRS</td>
<td>Quality Rating System</td>
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<tr>
<td>RPG</td>
<td>Reflective Practice Group</td>
</tr>
<tr>
<td>SBE</td>
<td>Small Business Enterprise</td>
</tr>
<tr>
<td>SSI</td>
<td>Supplemental Security Income</td>
</tr>
<tr>
<td>TANF</td>
<td>Temporary Assistance for Needy Families</td>
</tr>
<tr>
<td>TSG</td>
<td>Teaching Strategies Gold</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>KEY WORDS</th>
<th>DEFINITION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shall, Will, Must</td>
<td>Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.</td>
</tr>
<tr>
<td>Should</td>
<td>Indicates something that is recommended but not mandatory. If the proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the offer without the information.</td>
</tr>
<tr>
<td>May</td>
<td>Indicates something that is not mandatory but permissible.</td>
</tr>
</tbody>
</table>

3. MINIMUM QUALIFICATIONS

Proposers are reminded that the specifications stated in the solicitation are the minimum required. Proposer must demonstrate it meets or exceeds the minimum qualifications specifically stated in this solicitation. Proposers offering less than the minimum requirements specified will be disqualified as non-responsive, and should not be submitted.

4. PRE-PROPOSAL CONFERENCE

Proposers are encouraged to attend the Pre-Proposal Conference scheduled for Wednesday, January 4, 2017 from 1:30 PM to 3:00 PM at the Human Services Department, 200 W. Washington Street, 17th Floor Large Conference Room, Phoenix, AZ 85003.

5. PROPOSER INQUIRIES AND NOTIFICATION

Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent agreement. All inquiries regarding this RFP must be submitted in writing to hsdprocurement@phoenix.gov no later than the deadline listed in the Schedule of Events. A response to all inquiries will be posted to the City’s solicitation website at: https://www.phoenix.gov/solicitations.
6. NOTIFICATIONS AND REGISTRATION REQUIREMENTS

Amendments to this RFP will be in writing. The City shall not be responsible for any oral instructions given by any City employee, consultant, or official regarding RFP instructions, specifications, or documents.

Proposers must be registered in the City’s e-Procurement Self-Registration System in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from a Proposer who has not registered in the City’s e-Procurement system. Proposers may register at: https://www.phoenix.gov/financesite/Pages/EProc-help.aspx.

7. ALTERNATE FORMAT

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

8. DELIVERY OF PROPOSALS

Provide one (1) hard copy original and four (4) photocopies of the proposal.

Proposals must be in the actual possession of the City at the designated location on or prior to the exact time and date indicated in the Schedule of Events. Proposals received after the deadline will be deemed non-responsive and not considered, except for good cause. Proposers mailing their responses should allow sufficient time to ensure delivery by the date and time specified. The prevailing clock will be the City’s clock at the location designated for the delivery of the proposal. Proposals submitted by fax or email will be disqualified. Proposals must be submitted in a sealed envelope or package and the following information should be noted on the outside:

City of Phoenix Human Services Department
Attn: Andrea Nejeres, Procurement Officer
200 W. Washington Street, 18th Floor, Phoenix, AZ 85003-1611 – Reception Area Submittal Box
Re: RFP-HSD-EDU-1617-CCP – Early Head Start Child Care Partnership Expansion

Parking is available in the Municipal Parking Garage at 305 W. Washington Street, entrance on 4th Avenue, between Washington Street and Jefferson Avenue. Metered parking is within close proximity to the Phoenix City Hall building.

9. PROPOSAL FORMAT

Proposals shall conform to the format set forth in the RFP. Proposals that are incomplete; conditional; obscure; or that contain additions not requested, changes or exceptions to material provisions or requirements of this RFP; or irregularities of any kind, are subject to disqualification as non-responsive. It is permissible to copy these forms as required. The written proposal shall be signed by an individual authorized to bind the Proposer. The proposal shall include the name, title, address and telephone number of individuals with authority to contractually bind the organization and who may be contacted during the period of the Agreement. Proposers must adhere to the following:

A. Proposals pages must be numbered.
B. The proposal shall include the items listed below and should be submitted in the following sequence:

Cover Letter
Provide a cover letter, which includes full company name, address, phone number and the email address of your contact person for the Agreement.

Offer Form (Attachment A)
The Offer Form must be completed, signed by an Authorized Signatory of your organization and submitted with your proposal. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized signatory of your organization. No proposal shall be altered, amended or withdrawn after the specified due date and time. The City is not responsible for Proposer errors or omissions. All time periods stated as a number of days shall be calendar days.

Solicitation Conflict and Transparency Disclosure Form (Attachment B)
The Solicitation Conflict and Transparency Disclosure Form must be completed, signed by an Authorized Signatory of your organization, and submitted with your proposal. All questions must be answered. Failure to submit this form will result in the submittal being deemed non-responsive or rejected.

Itemized Service Budget (Attachment C)
Submit an ISB for the proposed services in a separate sealed envelope. (See Attachment C)

Budget Narrative (Attachment D)
Submit a budget narrative describing each itemized expense in a separate sealed envelope. (See Attachment D)
Authorized Signatory Form (Attachment E)
Provide the Legal Name of the Contracting Entity and Name(s) of all Authorized Signatories.

Affidavit of Assurances (Attachment F)
Complete, sign and submit.

References (Attachment G)
Provide the name and contact information for three (3) clients for whom your organization has provided services similar to those described in this RFP. Do not use City of Phoenix employees or officials as references.

Early Head Start Child Care Partnership Application (Attachment H)
Complete and submit the Early Head Start Child Care Partnership Application.

Professional Licenses and Certifications (Attachment I)
Provide copies of any professional licenses and certifications.

Federal Assurances (Attachment J)
Review, sign and submit.

501c(3) Determination Letter
Submit a copy of your IRS Determination Letter if organized as a Charitable Organization.

10. PROPOSAL EVALUATION

Proposals will be reviewed by City staff for responsiveness and documentation of minimum qualifications, completeness, and adherence to the RFP requirements. The City reserves the sole right to determine the sufficiency of qualifications and experience of all Proposers.

A. Evaluation Panel

The City will appoint an evaluation panel to review the proposals and recommend a Proposer(s) to be awarded an agreement(s) resulting from this RFP. The evaluation panel may interview all Proposers, a short list of Proposers, or may evaluate the proposals solely on the materials submitted by the proposal deadline. In the event a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the Proposers most likely to be successful in the evaluation process. The short-listed Proposers may then be scheduled for interviews with the evaluation panel. The evaluation panel will determine a consensus score for each evaluation criterion, which will then be added together to determine a total consensus score for each proposal.

B. Evaluation Criteria

1. Evaluation of Competitive Sealed Proposals. Optional processes may be approved on a case by case basis by the Management Services Deputy in consultation with the Law Department.

2. Determining Responsiveness and Responsibility. Proposals will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility which includes the City’s Determination of the Proposers integrity, skill, capacity, experience and facilities for conducting the work to be performed.

   The City’s determination as to whether a Proposer is responsible will be based on the information furnished by the Proposer, interviews (if any), and any other sources the City deems appropriate. Award of an Agreement resulting from this RFP will not be made until such investigations, which each Proposer agrees to permit by submitting its proposal, are made by the City as it deems necessary.

3. Responsiveness. Nonresponsive proposals will not be considered in the evaluation process. The RFP states criteria that determine responsiveness, and the RFP includes terms and conditions that if included or excluded from proposals (as the case may be) will render a proposal nonresponsive.

   Exceptions, conditions, reservations, or understandings are presumed to be unacceptable. Proposals that include unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Proposer remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so in writing, the City may determine the proposal to be nonresponsive.

4. Responsibility. To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important the Proposer is a responsible contractor. Responsibility includes the Proposers integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
The Procurement Officer, in consultation with legal counsel, will review each proposal to determine if the Proposer is responsible. The City’s determination as to whether a Proposer is responsible will be based on the information furnished by the Proposer, interviews (if any), any information at the City’s request, information in any best and final offer, and information received from Proposers references, including information about Proposers past history and any other sources the City deems appropriate. Award of an Agreement resulting from this RFP will not be made until any necessary investigation, which each Proposer agrees to permit by submitting its Offer, is made by the City as it deems necessary.

A review of responsibility may occur up to contract award. The Proposers unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Proposer.

C. Detailed Evaluation of Proposals and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The HSD Fiscal Section will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Proposers rankings and which proposals are within the Competitive Range, when appropriate.

D. Proposals Not Within the Competitive Range

The City may notify Proposers of proposals the City determined are not in the Competitive Range.

E. Discussions with Proposers in the Competitive Range:

1. The City will notify each Proposer whose proposal is in the Competitive Range or made the “short list” and provide in writing any questions or requests for clarification to the Proposer. Each Proposer so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its proposal. Proposers in the competitive range may be required to provide a demonstration of their product.

2. Demonstrations – Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation panel for the final review and solution selection session(s).

If a proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the City may determine the proposal is nonresponsive, and the City may revoke its determination that the proposal is in the Competitive Range.

3. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Proposer about other proposals received in response to this RFP. During discussions with Proposers in the Competitive Range, the City will not give Proposers specific prices or specific financial requirements that Proposers must meet to qualify for further consideration, but the City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Proposers will not be told of their relative rankings before Contract award.

F. Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Proposer in the Competitive Range may be afforded the opportunity to amend its proposal and make one BAFO. The request for BAFOs will include the following:

1. Notice that discussions/negotiations are concluded.

2. Notice that this is the opportunity to submit a written BAFO.

3. A common date and time for submission of a BAFO by each Proposer in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs.

4. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for receipt of BAFOs.

5. Immediately notify Proposers that did not submit a notice of withdrawal or a BAFO that their initial proposal will
be construed as their BAFO.

If a Proposers BAFO modifies its initial Proposal, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial proposals. The City will adjust appropriately the initial scores for criteria that have been affected by proposal modifications made by a BAFO. Based on the criteria defined in the RFP as weighted, the City will then perform final scoring and prepare final rankings.

The evaluation panel will recommend the proposal that is the best value and most advantageous to the City based on the evaluation criteria. The results of the evaluation and the selection of a Proposer for any award will be documented in the solicitation file.

The City reserves the right to make an award to a Proposer whose proposal is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Proposer, without negotiations, and without soliciting BAFOs.

G. Late Proposals

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

11. PROPOSAL CERTIFICATION AND AFFIDAVIT

By submitting a proposal, the Proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Proposers unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and -502, the City shall require any successful Proposer that submits its proposal as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence prior to the award of any agreement resulting from this process.

12. COVENANT AGAINST CONTINGENT FEES PAID TO PROPOSER

By submitting a proposal, the Proposer certifies it has not employed or retained any person or company, other than a member of its proposed team or a bona fide employee working solely for the Proposer, to solicit or secure the contract described in this RFP, and that no agreement has been made to pay the Proposer or any member of its team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. For breach or violation of this certification, the City shall have the right to annul any contract entered into with a Proposer as result of this RFP without liability, or in its discretion to deduct the contract price or consideration, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

13. NO GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City nor its advisors for the purposes of influencing this selection. Any attempt to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

14. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The successful Proposer must comply with Phoenix City Code, Chapter 18, Article V, as amended. Proposers should direct any questions about these requirements to the Equal Opportunity Department at 602-262-6790.

15. AWARD RECOMMENDATIONS

The Award Recommendation will be posted at: https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations. On the day the City posts the award recommendation, the procurement file for this RFP will be available for Proposers and the public to review. The procurement file constitutes all proposals, the RFP and all addenda, advertising documents, agendas, meeting minutes, presentations (if any), signed Conflict of Interest statements by evaluation panel members, and evaluation panel consensus scoring.

16. DEBRIEFING

After award, Proposers may contact the Procurement Officer to clarify or resolve any concerns from this solicitation or Agreement 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.
17. DISCLOSURE OF CONFIDENTIAL AND PROPRIETARY INFORMATION

All materials submitted by Proposers shall become the property of the City and become a matter of public record available for review pursuant to Arizona law. Proposers shall mark any information submitted as part of its proposal it deems confidential or proprietary (collectively Confidential Information).

If the City receives a request to review or disclose such Confidential Information, the City will provide the Proposer written notice of the request to allow the Proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information.

The Proposer must obtain and deliver to the Procurement Officer a court order within the time specified in the City’s written notice. If no court order is issued and received by the Procurement Officer within the time specified, the City may disclose or allow the review of such Confidential Information. If a Proposer intends to seek a Court Order to shield its Confidential Information, the protest period will be extended the same number of days to allow for this process.

18. CITY’S RESERVATION OF RIGHTS

The City reserves the right to take any course of action the City deems appropriate at the City’s sole and absolute discretion, which may include:

i. Waiving any defects or informalities in any proposal or proposing procedure;
ii. Accepting or rejecting any or all proposals or any part of any or all proposals;
iii. Canceling the RFP in part or in its entirety;
iv. Reissuing the RFP with or without modification;
v. Negotiating with any qualified Proposer;
vi. Extending the deadline for proposals; and/or
vii. Requesting additional information from any or all Proposers.

19. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any Proposer who fails to provide information or data requested herein or who provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any Proposer on the basis of any real or apparent Conflict of Interest disclosed by the proposals submitted or any other data available to the City. This disqualification is at the sole discretion of the City. By submission of a proposal hereunder, the Proposer waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council, or any court, as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent Conflict of Interest determined by the City. Additionally, any Proposer or any member or affiliate of a responding team that currently contracts with the City must be in good standing for its proposal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

20. PREPARATION COSTS

Under no circumstance will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of an Agreement.

21. PROTEST PROCESS

Proposers may protest the contents of a solicitation before the solicitation deadline when the protest is based on an alleged mistake, impropriety or defect in the solicitation that is apparent. Protests filed regarding this RFP may be addressed by an amendment to the solicitation, or denied by the City. If denied, the opening and award will proceed unless the City determines it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Proposers may protest an adverse determination issued by the City, regarding whether the Proposer is responsible or its offer or response is responsive, within seven days of the date the Proposer was notified of the adverse determination.

Proposers may protest an award recommendation if the Proposer can establish it had a substantial chance of being awarded the Agreement and will be harmed by the recommended award. Staff recommendations to award the Agreement(s) to a particular Proposer shall be posted on the City’s website. Unsuccessful Proposers may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests and appeals must be submitted in accordance with the Procurement Code (Phoenix City Code, Section 43) and Administrative Regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered.

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

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

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 Agreement until the protest process is completed.

22. EXECUTION OF AGREEMENT

The City will send the final Agreement to the recommended Proposer. Within 30 calendar days from the date the Agreement was sent, the recommended Proposer must sign and submit the final Agreement to the City. If the City does not receive the signed Agreement and all other required documentation from the recommended Proposer within 30 calendar days, the City may consider not awarding the Agreement to the Proposer.

Until such time as the City executes an Agreement with a recommended Proposer, no contractual relationship exists. If the recommended Proposer is subject to regulation by the Arizona Corporation Commission (ACC), it must be authorized to transact business in Arizona and be in good standing with the ACC at the time it signs the agreement.

23. AGREEMENT DOCUMENT

Upon award of an Agreement, the following shall comprise the Agreement document:

- Signed Offer Form
- Scope of Work
- Itemized Service Budget
- Budget Narrative
- Standard Terms and Conditions
- Special Terms and Conditions (if applicable)
- Federal Assurances
- Certificate of Insurance
SECTION III – SPECIAL PROGRAM REQUIREMENTS

1. Child Care Provider must be a contracted AZ DES Child Care Provider and licensed by the Arizona Department of Health Services. Providers not contracted with the AZ DES and licensed by the ADHS will be deemed nonresponsive and their submittal rejected.

2. Child Care Provider must not have any enforcement actions in the past three years. Providers with an enforcement action in the past 3 years will be deemed nonresponsive and their submittal rejected.

3. Child Care Provider must comply with Phoenix City Code, Chapter 18, Article V, as amended. Providers should direct any questions about these requirements to the Equal Opportunity Department at 602-262-6790.

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

5. The City will conduct site visits of child care facilities prior to award. Information provided during the site visit shall be taken into consideration when evaluating the stated criteria. The City will not reimburse the Provider for the costs associated with the site visit. Site visits will be held at a time and place specified by the City. Staff members, including any subcontractors, are strongly encouraged to be available during the site visit. Refusal to participate in a site visit will result in disqualification from the evaluation process. See Child Care Facility Evaluation Checklist (Exhibit B) for the list of items the City will inspect for compliance.

6. Child Care Provider must complete and submit the Early Head Start Child Care Provider Application (Attachment H).

7. Provide a Lead-Based Paint and Inspection Risk Analysis Report for the child care facility where services will be provided.
SECTION IV – SCOPE OF WORK

1. EARLY HEAD START CHILD CARE PARTNERSHIP REQUIREMENTS
The Child Care Provider must provide center-based Early Head Start Program services for a minimum of 10 hours daily Monday through Friday and at least 48 weeks per year.

Within 12 months of execution of the Agreement, the Child Care Provider must meet federal Early Head Start regulations and applicable national and state child care regulations. The Head Start Program Performance Standards and the Improving Head Start for School Readiness Act of 2007 can be accessed at [www.acf.hhs.gov/programs/ohs/policy](http://www.acf.hhs.gov/programs/ohs/policy). A summary of the Early Head Start regulations include the following:

- Eligibility, recruitment, selection, enrollment, and attendance, ensuring the most vulnerable children are served;
- Comprehensive early childhood education and development services that promote the physical, social, emotional, cognitive, and language development of young children and families during the early years through:
  - Early Head Start group sizes and teacher to child ratios (1-4)
  - CDA Certified and trained staff to ensure warm and continuous relationships between caregivers, children, and families that are crucial to learning and development for infants and toddlers;
  - Parent involvement in their children’s learning and development;
  - Provision of learning opportunities for infants and toddlers to grow and develop in warm, nurturing, and inclusive environments;
  - Culturally and linguistically responsive services that support continuity of care between the home environment of the child and the program;
  - Health and safety of enrolled children;
  - Health promotion by providing comprehensive health, mental health, and oral health services for children, and helping families to identify and access a medical home to ensure ongoing care;
  - Nutrition, including participation in the Child and Adult Care Food Program (CACFP) and arrangements for nursing mothers who choose to breast feed in center-based programs and family child care homes;
  - Inclusion of at-risk children with disabilities by ensuring services meet the needs of children with disabilities and their families, including screening and referrals;
  - Family partnerships providing services to parents that support their role as parents; promote positive parent-child interactions, including the participation of fathers; and enable families to move toward self-sufficiency;
  - Community partnerships by ensuring formal linkages and coordination with community agencies located in the area;
  - Administrative and financial management, including ensuring financial management systems are in place; recruiting, training, and supervising high-quality staff; providing professional development plans for each staff member;
  - Facilities meet health and safety requirements and are licensed for infants and toddlers.

2. EARLY HEAD START CHILD CARE PARTNERSHIP ROLES AND RESPONSIBILITIES
Roles and Responsibilities the Provider and HSD are summarized, but not limited to the list below:

The Child Care Provider shall:

- Assist HSD with recruiting eligible children and families for the program;
- Assist with recruitment of children that are receiving child care subsidies;
- Maintain accurate attendance records and ensure an 85% average daily attendance;
- Ensure adult-child ratios and group sizes meet Early Head Start standards of 1 teacher for 4 children with a maximum of 8 children in a classroom;
- Ensure teachers meet the Early Head Start minimum qualifications of a CDA; Child Development Associate’s credential for infants and toddlers;
- Provide established compensation to EHS-CCP teachers.
- Ensure teachers have a criminal background check and Level 1 fingerprint clearance card prior to hire;
- Ensure the teachers abide by the Standards of Conduct that includes that children must be supervised at all times;
- Ensure the physical environment and facilities meet all Head Start Program Performance Standards, including requirements for square footage, health and safety, appropriate crib and sleep spacing and arrangements, and facilities;
- Ensure staff have access to computers and the internet;
- Ensure compliance with all applicable regulations, including state and/or local child care licensing;
- Implement an evidence-based curriculum that is developmentally appropriate for infants and toddlers;
- Conduct ongoing assessment of children to individualize the instruction and learning for each child;
- Provide all developmental, sensory, and behavioral screening and assist with provision of follow up services;
- Engage in transition planning for each child and family at least six months prior to the child’s third birthday;
- Provide opportunities for children with disabilities to participate in all of the Early Head Start activities;
- Conduct ongoing assessment of children 3 times a year using the Teaching Strategies Gold assessment tool;
• Provide all formula and diapers for the program participants;
• Provide meals and snacks that provide 2/3 of the child’s daily nutritional needs;
• Participate in the CACFP program;
• Engage parents in the full range of child development and family support services;
• Conduct teacher-parent conferences at least twice per year;
• Assist HSD in meeting 25% in-kind match requirements;
• Report accurate and timely financial and enrollment information;
• Provide a minimum of 10 hours of EHS child care services for a child, Monday through Friday, for no less than 48 weeks per year at no cost to parents;

The Human Services Department shall:

• Recruit potential families, determine eligibility, and complete enrollment application;
• Ensure a minimum of 25% of the children are receiving child care subsidies;
• Support families to address issues that cause tardiness or absenteeism;
• Ensure the provision of all comprehensive services, including physical health, mental health, oral health, nutrition, education, and parent engagement services for all enrolled EHS-CC Partnership children;
• Provide consultation services with a Dietician to address special meal requests/needs;
• Ensure that all administrative and financial management program requirements are met;
• Provide professional development, coaching, and support for all teachers with emphasis on continuity of care and responsive care giving that supports children and their families and fosters school readiness;
• Provide funding to compensate teachers for time engaged in professional development;
• Provide financial assistance for required costs of obtaining a Child Development Credential;
• Provide start-up financial support for facility, classroom, and playground improvements when funding is available;
• Employ at least 1 full-time family worker per every 40 enrolled children and families to provide social services;
• Ensure all children have health care and dental needs met;
• Link families to services and supports when needs are identified;
• Develop a family partnership agreement with parents;
• Ensure a minimum of two annual home visits for each enrolled child;
• Provide a regular schedule of on-site mental health consultation for staff and parents;
• Assist in connecting children with developmental or behavior concerns to other community providers for additional resources;
• Provide monthly training for parents based on needs of the family;
• Support the inclusion and delivery of services to children with disabilities (at least 10% of funded enrollment);
• Develop community partnerships to support families including IDEA Part C, mental health, and social services;
• Establish and maintain a Health Advisory Committee;
• Develop and implement transition planning for children entering and leaving Early Head Start;
• Provide funding and staff support to Child Care Provider to ensure compliance with all regulations;
• Ensure children retain services regardless of their subsidy status; and
• Engage parents in program decision making through involvement in parent meetings and Policy Council.
NOTE: It is anticipated that multiple contracts will be awarded to serve children in various zip codes within the City of Phoenix service area.

Evaluation Criteria:

**Eligibility: 300 Maximum Points**

Service Area Zip Codes:
- Site is in service area zip code = 50 points
- Site is not in service area zip code = 0 points

Number of funding sources:
- 5 or more sources = 100 points
- 4 sources = 80 points
- 3 sources = 60 points
- 2 sources = 40 points
- 1 source = 20 points

Percentage of children served that receive DES subsidy:
- 75% or higher = 100 points
- 50% - 74% = 80 points
- 35% - 49% = 60 points
- 20% - 34% = 40 points
- 10% - 19% = 20 points

Percentage of children eligible for free or reduced lunch:
- 75% or higher = 50 points
- 50% - 74% = 40 points
- 35% - 49% = 30 points
- 20% - 34% = 20 points
- 10% - 19% = 10 points

**Capacity: 100 Maximum Points**

Current Number of infants and toddlers (up to 3 years old) being served:
- 41 -- or more infants and toddlers = 50 points
- 31 – 40 infants and toddlers = 40 points
- 21 – 30 infants and toddlers = 30 points
- 11 – 20 infants and toddlers = 20 points
- 1 – 10 infants and toddlers = 10 points

Number of Infant and Toddler classrooms
- 5 classrooms = 50 points
- 4 classrooms = 40 points
- 3 classrooms = 30 points
- 2 classrooms = 20 points
- 1 classrooms = 10 point

**Staff Qualifications: 200 Maximum Points**

Highest degree obtained by Center Director
- Bachelor’s or Master’s degree in Early Childhood = 50 points
- Bachelor’s or Master’s degree in other area = 40 points
- Associate’s degree in Early Childhood = 30 points
- Associate’s degree in other area = 20 points
- Child Development Associate’s credential = 15 points
- Enrolled in CDA course work = 10 points
- High School Diploma = 5 points

Number of participating Teachers with CDA or higher
- More than 50% of Teachers = 100 points
- 40% - 49% of Teachers = 80 points
• 30% - 39% of Teachers = 60 points
• 20% - 29% of Teachers = 40 points
• 1% – 19% of Teachers = 20 points

Number of participating Teachers enrolled in CDA course work
• More than 50% of Teachers = 50 points
• 40% - 49% of Teachers = 40 points
• 30% - 39% of Teachers = 30 points
• 20% - 29% of Teachers = 20 points
• 1% – 19% of Teachers = 10 points

Quality: 200 Maximum Points

Participating in First Things First Quality First (yes, no)
• Participating in Quality First = 100 points

Quality First rating
• 5 STAR rating = 100 points
• 4 STAR rating = 80 points
• 3 STAR rating = 60 points
• 2 STAR rating = 40 points
• 1 STAR rating = 20 points

Experience/Fiscal: 200 Maximum Points

Number of years in child care business
• More than 10 years in child care business = 100 points
• 8 – 10 years in child care business = 80 points
• 5 – less than 8 years in child care business = 60 points
• 1 – less than 5 years in child care business = 40 points
• Less than 1 year in child care business = 20 points

Number of years in CACFP
• More than 10 years in CACFP = 100 points
• 8 – 10 years in CACFP = 80 points
• 5 – less than 8 years in CACFP = 60 points
• 1 – less than 5 years in CACFP = 40 points
• Less than 1 year in CACFP = 20 points

Site Visit Evaluation Criteria – See Exhibit B
SECTION VI – STANDARD TERMS AND CONDITIONS

1. Compliance With Applicable Laws
   The Provider 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:

2. Conflict of Interest
   All parties acknowledge that this Agreement is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

3. Legal Worker Requirements
   The City is prohibited by A.R.S. § 41-4401 from awarding an Agreement to any Provider who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the Provider agrees that:

   A. The Provider and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

   B. A breach of warranty under paragraph 1 shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

   C. The City retains the legal right to inspect the papers of the Provider or subcontractor employee(s) who work(s) on this Agreement to ensure that the Provider or subcontractor is complying with the warranty under paragraph 1.

4. Lawful Presence Requirement
   Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding an Agreement to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of Agreement award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

5. Equal Employment Opportunity
   Any Provider in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Provider will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Provider further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. The Provider further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by Provider. The Provider further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

   Documentation. The Provider may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

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

6. Contractor and Subcontractor Worker Background Screening

   A. Contract Worker Background Screening. The Provider agrees that all Contract workers and subcontractors (collectively “Contract Worker(s)”) that the Provider furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively “Background Screening”) at Provider’s sole cost and expense as set forth in this Section. The Background Screening provided by the Provider shall comply with all applicable laws, rules and regulations. The Provider further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect the Provider from any liabilities that may arise out of the Provider’s services under this Agreement or the Provider’s failure to comply with this Section. Therefore, in addition to the specific measures set forth below, the Provider and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed
by the Provider to perform work under this Agreement as well those Contract Workers actually providing services during the term of this Agreement.

B. Background Screening Requirements and Criteria. Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is **Maximum Risk Level**.

1. **Minimum Risk and Background Screening (“Minimum Risk”).**

   A minimum risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

2. **Standard Risk and Background Screening (“Standard Risk”).**

   A standard risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker’s proposed date of hire.

3. **Maximum Risk and Background Screening (“Maximum Risk”).**

   A maximum risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker’s proposed date of hire. The Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2-27.

C. Provider Certification; City Approval of Maximum Risk Background Screening. By executing this Agreement, the Provider certifies and warrants that the Provider has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, the Provider further certifies and warrants that the Provider has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, the Provider shall furnish for the City’s review and approval such Background Screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City Agreements or engagements without City’s prior written approval.

D. Terms of This Section Applicable to all of Provider’s Agreements and Subcontracts. The Provider shall include the terms of this Section for Contract Worker Background Screening in all Agreements and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

E. Materiality of Background Screening Requirements; Indemnity. The Background Screening requirements of this Section are material to City’s entry into this Agreement and any breach of this Section by the Provider shall be deemed a material breach of this Agreement. In addition to the indemnity provisions of this Agreement, the Provider shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a contract Worker by the Provider or the City for failure to satisfy this Section.

F. Continuing Duty; Audit. The Provider’s obligations and requirements that Agreement Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Provider shall notify the City immediately of any change to a Maximum Risk Background Screening of a contract Worker previously approved by the City. Provider shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Provider’s compliance with this Section.
7. **Indemnification**

The Provider ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("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) ("Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Provider or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Provider 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 will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of Indemnitee, be indemnified by the Provider from and against any and all Claims. The Provider will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Provider agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by the Provider for the City. The obligations of the Provider under this provision survive the termination or expiration of this Agreement.

8. **Insurance Requirements**

The Provider and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Provider, his agents, representatives, employees or subcontractors. These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Provider from liabilities that might arise out of the performance of the work under this Agreement by the Provider, his agents, representatives, employees or subcontractors and the Provider is free to purchase additional insurance as may be determined necessary.

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

1. **Commercial General Liability – Occurrence Form**

Policy must 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 must be endorsed to include coverage for sexual abuse and molestation.
   b. The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Provider".

2. **Automobile Liability**

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

- **Combined Single Limit (CSL)** $1,000,000

   a. The policy must be endorsed to include the following additional insured language: "The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Provider, including automobiles owned, leased, hired or borrowed by the Provider".

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation

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<tr>
<td>Each Accident</td>
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<td>Disease – Each Employee</td>
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<td>Disease – Policy Limit</td>
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a. Policy must contain a waiver of subrogation against the City of Phoenix.

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

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

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement.
• Each Claim $1,000,000
• Annual Aggregate $1,000,000

a. In the event that the professional liability insurance required by this Agreement is written on a claim-made basis, the Provider warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies must 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 is an additional insured to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.

2. The Provider's insurance coverage must 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 Agreement, the Provider must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to (Andrea Nejeres, Procurement Officer, 200 W. Washington Street, 18th Floor, Phoenix, Arizona 85003-1611, hsdprocurement@phoenix.gov).

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 Provider from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: The Provider must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement. All certificates required by this Agreement must be sent directly to (Andrea Nejeres, Procurement Officer, 200 W. Washington Street, 18th Floor, Phoenix, Arizona 85003-1611, hsdprocurement@phoenix.gov). The City reserves the right to require complete, certified copies of insurance policies required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

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

G. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must be made by the Law Department, whose decision is final. Such action will not require a formal Agreement amendment, but may be made by administrative action.
SECTION VII – SPECIAL TERMS AND CONDITIONS

1. Non-Discrimination
It is the policy of the Department of Health and Human Services that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as race, color, national origin, religion, sex, gender identity, sexual orientation, or disability (physical or mental). By acceptance of this Agreement, the Provider agrees to comply with this policy in supporting the program and in performing the services called for under this Agreement. The Provider shall include this clause in all sub-Agreements awarded under this Agreement for supporting or performing the specified program and services. Accordingly, the Provider shall ensure that each of its employees, and any sub-consultant staff, is made aware of, understands, and complies with this policy.

2. Smoking Pollution Control Measures
The Provider 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 Provider agrees to comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690). This law requires the Providers and subcontractors federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving an Agreement, or grant.

4. Lobbying
The Provider agrees to comply with the “Disclosure of Lobbying Activities” regulations (P.L. 101-121; 31 U.S.C. 1353). This law requires the Provider 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. Suspension or Debarment
The Provider 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). The City may, by giving written notice to the Provider, immediately terminate this Agreement if the City determines that the Provider 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.

6. Federal Immigration and Nationality Act
The Provider 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 term of this Agreement. The Provider 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 Provider 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 this Agreement for default, and suspension and/or debarment of the Provider. The Provider shall bear all costs necessary to verify compliance.

7. Crimes Against Children
The Provider 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.

8. Political Activity
The Provider 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.

9. Biological Agents & Toxins
The Provider 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.

10. Lead-Based Paint Remediation and Disclosure
The Provider shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all child care facilities assisted under the DHHS program and all buildings occupied by program participants.
11. Seat Belt Use
Pursuant to EO 13043 (4/16/1997), Increasing the Use of Seat Belts in the US, Providers 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. Retention, Inspection, Audit, and Copying of Records
The Provider shall retain and contractually require each subcontractor to retain all data, books, accounts, reports, files, and other records relating to the performance of the Agreement for a period of five years from the date of final payment under this Agreement, 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 Agreement and five years thereafter, the records of the Provider 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.

In accordance with 45 CFR 1309.41, if Head Start funds are used for capital improvements, all records pertinent to the acquisition or major renovation of a facility must be retained by the Provider for a period equal to the period of the Provider’s ownership (or occupancy, in the case of leased facilities) of the facility, plus three years.

The Provider shall maintain service records in accordance with this Agreement, to meet the following standards, and include at a minimum:

- Adequate identification of the service provided and each service recipient’s application for Agreement and subcontractor activities;
- 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;
- Time and attendance records for individual employees to support all salaries and wages paid;
- Records of the source of all receipts and the deposit of all funds received by the Provider;
- 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 Agreement;
- A complete general ledger with accounts for the collection of all costs and/or fees applicable to this Agreement;
- Copies of lease/rental Agreements, mortgages and/or any other Agreements which in any way may affect Agreement expenditures.

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

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

14. Sub-recipient – Federal Funds over $750,000
In compliance with the Federal Single Audit Act (31 U.S.C. Section 7501-7507), as amended by the Single Audit Act Amendments of 1996 (P.L. 104 to 156), the Providers designated as sub-recipients, as prescribed by the President’s Council on Integrity and Efficiency Position Statement No. 6, expending Federal Funds from all sources totaling $750,000 or more, must have an annual audit conducted in accordance with the audit and reporting standards as prescribed in 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 Agreement numbers and award amounts to be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. The Provider’s auditor will certify the audit was conducted in accordance with OMB Circular A-133.

After completion of the audit, the Provider 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. The Audit shall be completed within a reasonable time after the end of the Provider’s fiscal year, but not later than nine months after the Provider’s fiscal year in which this Agreement expires.

15. Sub-recipient–Federal Funds under $750,000
The Providers expending less than $750,000 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.

16. 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 may include pre-award audits, monitoring during the Agreement, and post-award audits.
17. Vendor
To insure accountability of the delivery of all goods and Services, the Providers designated as vendors, shall ensure that the procurement, receipt, and payment for goods and Services comply with laws, regulations, and the terms of this Agreement.

18. Evaluation and Monitoring
The City may evaluate and the Provider shall agree to cooperate in the evaluation of contracted Services. Evaluation may assess the quality and impact of contracted Services, either in isolation or in comparison with other similar Services, and assess the Provider’s progress and/or success in achieving the service requirements and deliverables set forth in this Agreement. The Provider agrees that the City may monitor the Provider or subcontractor, in the Services delivered, facilities maintained, and fiscal practices. The Provider shall cooperate in such efforts. The Provider shall participate in third party evaluations if the City retains an inspector to monitor this Agreement.

If the Provider has been determined non-compliant or deficient in programmatic or fiscal practices upon completion of evaluation and monitoring by the City or contracted staff, the Provider will be required to submit a plan to cure according to the Head Start Performance Act and Performance Standards. If the plan of the non-compliance or deficiency is not met by the time specified, the City will exercise its rights under the Agreement up to and including termination of Agreement.

19. Visitation and Inspection
The Provider’s or subcontractor’s facilities, Services and individuals served, pertaining to the Agreement 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, the City may at any time visit and inspect the Provider’s or subcontractor’s facilities, Services and individuals served.

20. Professional Standards
The Provider shall deliver Agreement 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 this Agreement.

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

22. Professional Competency
- Qualifications
The Provider represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. The Provider further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

- Level of Care and Skill
Services provided by the Provider will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Provider’s profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of the Provider’s work shall in no way relieve the Provider of liability to the City for damages suffered or incurred arising from the failure of the Provider to adhere to the aforesaid standard of professional competence.

23. Confidentiality and Data Security
All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Provider in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Provider 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. Personal identifying information, financial account information, protected health 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 contracted Services or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Provider must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer. When personal identifying information, financial account information, protected health information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. The Provider must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal. This includes implementing and monitoring compliance with policies and procedures that require the redaction, destruction, erasure, or other disposal of paper documents and electronic media containing personal identifying information.
The Provider agrees that the City may assess or test the security of any applications, web Services, or computerized systems created or provided by the Provider that process, store, or transmit the City information. If the City finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web Services, or computerized systems, the Provider agrees to remediate the vulnerability at no cost to the City and within an agreed-upon timeframe not to exceed 90 days. To clarify, the Provider must remediate found vulnerabilities in computerized systems they provide; the Provider is not liable for remediating any vulnerability found in the City’s network or computing infrastructure used to support the applications, web Services, or systems created or provided by the Provider.

The Provider agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501—Notification of breach of security system; Arizona Revised Statutes §44-7601—Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.

The Provider agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

By signing and entering into this Agreement, the Provider specifically acknowledges that it is responsible for the security of cardholder data that the Provider possesses or otherwise stores, processes or transmits on behalf of the City. Additionally, as a requirement of this Agreement, you must provide to the City a copy of your written Notice to customers that you are responsible for the security of cardholder data that you obtain and otherwise store, process or transmit.

The Provider agrees to comply with all City information security and technology policies, standards, and procedures when accessing the City networks and computerized systems whether onsite or remotely.

The Provider agrees that the requirements of this Section shall be incorporated into all subcontractor Agreements entered into by the Provider. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of the Provider under this Section shall survive the termination of this Agreement.

24. Competitive Bidding
If the purchase of supplies and equipment has been authorized in this Agreement, the Provider 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. The Provider shall expend the City funds in a manner that would serve the public interest and honor the public trust.

25. Capital Equipment
If the Provider is authorized to purchase capital equipment or receives capital equipment from the City, it shall be itemized in the Agreement for utilization in the delivery of Services. If capital equipment is purchased as authorized by this Agreement, the Provider shall maintain complete and up-to-date inventory records for all capital equipment purchased hereunder. Capital equipment specifically designated to be purchased within this Agreement, in whole or in part with City funds, shall be reported in accordance with the City inventory policies and procedures. The Provider shall report capital equipment purchased with funds from this Agreement 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.

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 Agreement. The City shall be included as a co-insured on any insurance policy that covers capital equipment purchased under this Agreement.

The Provider shall not dispose of any capital equipment purchased under this Agreement 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 this Agreement.

Upon termination of this Agreement, any capital equipment purchased under this Agreement shall be disposed of as directed by the City, and if sold, the City shall be compensated in the amount of its equitable interest.

The Providers who are authorized to purchase computer hardware and/or software for use in contracted Services, or who receive donated hardware or software, must maintain a Computer Policy Manual defining regulations related to computer hardware/software.

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

26. Supporting Documents and Information
In addition to any documents, reports, or information required by any other section of this Agreement, the Provider shall furnish the City with any additional documents and information upon reasonable request.

27. Accounting
The Provider’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. The Provider shall maintain separate accounts for City funds awarded under this Agreement.

28. Client Fees and Program Income
Unless mandated by controlling law, the Provider shall impose no fees or charges of any kind upon recipients for Services authorized under this Agreement. However, if program income is generated and received by the Provider as a result of these Services, it shall be disposed of with guidance from the City and reported in accordance with applicable policies and procedures.

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

30. Release of Information-Advertising and Promotion
The Provider shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (i) any information concerning this Agreement, the Services, or any part thereof; or (ii) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed shall not be used in any advertising or other promotional context by the Provider without the prior written consent of the City.

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

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

32. Costs and Payments

- **Availability of Funds**
  Funding may not be available for performance under this Agreement beyond the current fiscal year of the City. No legal liability on the part of the City for any payment may arise under this Agreement beyond the current fiscal year. The City may reduce payments or terminate this Agreement 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.

- **Allowable Costs**
  The Provider shall comply with the following Cost Principles, as applicable, to determine allowable incurred costs for the purpose of reimbursing costs under the terms and conditions of this Agreement. The Provider certifies that funds received under this Agreement will be expended to achieve the purposes of this Agreement 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

**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 Provider 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.

**Substantial Interest Disclosure**
The Provider 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 the Provider’s organization or with which the Provider (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Provider has made a full written disclosure of the proposed payments, including amounts, to the City.

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

**Standards of Conduct**
The Provider is required to maintain standards of conduct for its employees, Providers, 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.

**Right of Offset**
The Provider acknowledges the provisions of the Phoenix City Code which require and demand that no payment be made to any Provider while there is an outstanding obligation due the City. The City may direct any such obligation be offset against payment due the Provider. The City shall also be entitled to offset against any sums due the Provider, any expenses or costs incurred by the City, or damages assessed by the City concerning the Provider's non-conforming performance or failure to perform this Agreement, including expenses, costs and damages described in these Standard Terms and Conditions.

**Cost or Pricing Data Certification**
By signing this Agreement, any amendment thereto, or other official form, the Provider certifies, to the best of the Provider’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 Provider 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 the Agreement rates are set by law or regulation, the certifying of cost or pricing data does not apply.

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

33. Agreement Changes

**Non-Assignability**
The Provider shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the Human Services Department Director. Any attempt to assign without such prior written consent shall be void.

**Subcontractors**
The Provider shall not enter into any sub-Agreement under this Agreement without the advance written approval of the City. The sub-Agreement shall incorporate by reference the terms and conditions of this Agreement. Upon request, the Provider shall provide copies of sub-Agreement relating to the delivery of Services.

**Amendments**
Whenever an addition, deletion or alteration to the Services described in the Scope of Work substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental Agreement must first be approved in writing by the City and the Provider before such addition, deletion or alteration shall be performed. Changes to the Services may be made and the compensation to be paid to the Provider may be adjusted by mutual Agreement, but in
no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by the Provider will be allowed except as provided herein, nor shall the Provider do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by the Provider without prior written authorization shall be at the Provider’s risk, cost, and expense, and the Provider agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

- **Non-Material Changes**
  The Provider 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 Agreement but a written amendment will not be necessary.

  - Change of address, telephone number, email, fax number;
  - Change of Provider’s authorized signatory or his/her designee;
  - Change in the name and address of the designated representatives to which notices are to be sent;
  - Changes in Agreement related personnel positions of the Provider which do not affect staffing ratios or staff qualifications required under this Agreement.
  - Change in the name of the Provider where the ownership remains the same.
  - In Cost Reimbursement or Unit Fee Agreements, whenever there is less than a 10% increase or decrease in any budget category.

- **Budget Modification**
  For any modifications to the approved Provider’s Operating Budget when there is an increase or decrease in any budget category, the Provider shall complete and submit a Budget Modification Request. Following review of the budget modification request, the City staff will notify the Provider of either approval or denial of the request. For modifications that have a 10% or more increase or decrease in any budget category, the City staff will notify the Provider in writing.

- **No Oral Alterations**
  No alteration or variation of the terms of this Agreement shall be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Agreement. No oral understanding or Agreement not incorporated in this Agreement shall be binding on any of the parties herein. This Agreement constitutes and embodies the full and complete understanding and Agreement of the parties hereto and supersedes all prior understandings, Agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party hereto shall be bound by or liable for any statement of intention not so set forth.

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

34. **Contract Termination**

- **Conflicts of Interest**
  The Provider acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City shall have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee. The City reserves the right to disqualify the Provider in the event that the City determines that the Provider has an actual or apparent conflict of interest with the purposes of this Agreement and the provisions and procedures set forth in this Section shall apply.

Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by the Provider, or any agent or representative of the Provider, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one (1) calendar day written notice to the Provider, terminate the right of the Provider to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding shall be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City shall be entitled to the same remedies against the Provider as could be pursued in the event of default by the Provider.

This Agreement is subject to termination pursuant to Arizona Revised Statutes §38-511.
• **City’s Right to Terminate**
  The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying the Provider in writing.

• **Termination for Default**
  The City reserves the right to terminate this Agreement, 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 Provider to comply with any term and condition of this Agreement, 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. The City may also terminate this Agreement for ineffective or improper use of funds provided under this Agreement. The City may terminate this Agreement immediately if the City determines that the health, welfare, or safety of service recipients is endangered.

• **Notification to Subcontractor of Termination**
  In the event this Agreement is terminated, with or without cause, or expires, the Provider, 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.

• **Termination by Provider**
  The Provider may terminate this Agreement, in whole or in part, upon 90 days prior written notice to the City specifying the effective date.

• **Final Payment**
  The City shall make final payment for all Services performed by the end of the fiscal year after the Provider has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by the Provider shall be at the City’s sole risk for such use.

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

• **Continuation of Performance Through Termination**
  Each party shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed by the City. In the event of termination, all Agreement documents, data, and reports shall become the property of the City and be delivered upon request. The Provider 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, the Provider shall assist the City in the transition of Services to other Providers or to the City.

• **Transition of Activities**
  If an Agreement is awarded to a new Provider for similar Services currently being performed by the Provider, the City’s authorized representative will coordinate all transition activities. During the transition period, the Provider shall work closely with the new Provider’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 Provider of record.

• **Predecessor and Successor Agreements**
  The execution or termination of this Agreement 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 Agreement with the Provider.

35. **Contractual Remedies**

• **Continuation During Disputes**
  The parties shall agree as a condition of any Agreement awarded, that notwithstanding the existence of any dispute between the parties, insofar as is possible under the terms of any Agreement 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.

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

• **Governing Law; Forum; Venue**
  This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) 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, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

- **Delay in Exercising Agreement 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 Agreement 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.

- **Grievances by Recipients of Services**
  The Provider 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 Agreement.

  The Provider shall advise all applicants for and recipients of contracted Services of their right, at any time or for any reason, to present to the Provider and to the City any grievances arising from the delivery of contracted 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.

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

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

- **Waiver of Claims for Anticipated Profits**
  The Provider waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

- **Third Party Beneficiary Clause**
  The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
ATTACHMENT ‘A’ – OFFER FORM

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. __________________________________________

Use Tax No. for Out-of State Suppliers __________________________________________

City of Phoenix Sales Tax No. __________________________________________

Taxpayer’s Federal Identification No. : If recommended for Agreement award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded Agreement. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

THE VENDOR MANAGEMENT SYSTEM ID NUMBER:

PROPOSER MUST BE IN COMPLIANCE AT THE TIME OF AWARD.
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND/OR REJECTED

Enter Vendor Management System ID Number

ID Number can be located by signing on at http://bizopps.phoenix.gov

Proposer has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Proposer certifies that the prices offered were independently developed without consultation with any of the other Proposers or potential Proposers.

Authorized Signature ____________________ Date ____________________

Printed Name and Title ______________________

Company Name __________________________________________

Address __________________________________________

City, State and Zip Code __________________________________________

Telephone Number __________________________________________

Company’s Fax Number __________________________________________

Company’s Toll Free # __________________________________________

Email Address __________________________________________
**ATTACHMENT ‘B’**

**SOLICITATION CONFLICT AND TRANSPARENCY DISCLOSURE FORM**

All questions must be answered or your bid or proposal will be non-responsive.

1. **Name of person submitting this disclosure form.**
   
   First: ______________________________ M.I. _____ Last: ______________________ Suffix: _____

2. **Agreement information.**

   a) Solicitation # or Name:
   
   ______________________________

3. **Name of individual(s) or entity(ies) seeking an Agreement with the City (i.e. parties to the Agreement).**

   ______________________________

4. **List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

   - [ ] Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
   - [ ] Names of partner, parent, joint venture or subsidiary entities, and all board members, executive committee members, and officers of each entity:

5. **List any individuals or entities that will be subcontractors on this Agreement.**

   - [ ] Not applicable. No subcontracts will be retained for this Agreement.
   - [ ] Subcontractors may be retained, but have not been selected at the time of this submission.
   - [ ] List of subcontracts, including the name of the owner(s), and business name:

6. **List any attorneys, lobbyist, or consultants retained by any individuals listed in Question 3, 4, or 5 to assist in seeking this Agreement.**

   - [ ] Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this Agreement.
   - [ ] List of attorneys, lobbyist, or consultants retained to assist in seeking this Agreement:

7. **Disclosure of conflict of interest.**

   Are you aware of any fact(s) with regard to this Agreement that would raise a “conflict of interest” issue under Section 43-34 of the City Code or A.R.S. 38-501 et. seq.?

   - [ ] I am not aware of any conflict(s) of interest under Section 43-34 of the City Code.
   - [ ] I am aware of the following conflict(s) of interest:

**Notice Regarding Prohibited Interest in Agreements.**

Please be aware, State Law and the City’s Charter and Code prohibits public officers or employees as well as their close relatives and any businesses they or their relatives own from (1) representing any person or business for compensation or (2) doing business with the City by any means than through a formal procurement; or (3) doing business with the City without disclosing the interest. The prohibition extends to subcontracts on City Agreements, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. A.R.S. Section 38-501 et. seq., for more information (City Charter, Chapter 11, Section 1 applies the state law for conflict of interest to city employees).

Please note that any Agreement in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer’s City service.
## Acknowledgements

**Solicitation Transparency Policy - No Contact with City Officials or Staff during Agreement Evaluation**

- I understand that a person or entity who seeks or applies for a city Agreement or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the Agreement after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

  This no-contact provision shall conclude when the Agreement is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision set out in [Section 43-34 & 43-36](#) of the City Code by respondents, or their agents, may lead to disqualification.

## Oath

- I swear or affirm that the statements contained in this Form, including any attachments, to the best of my knowledge are true, correct, and complete.

  Your Name: _______________________________  Title: _______________________________

  Company Name or DBA: __________________________________________________________

  Date: __________
## ATTACHMENT ‘C’ – ITEMIZED SERVICE BUDGET

### SAMPLE

#### Budget by Federal Category

**Early Head Start Child Care Partnership Expansion**  
**Head Start Birth to Five Program**

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Account Title</th>
<th>Proposed</th>
<th>Justification</th>
<th>Budget</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>a. PERSONNEL:</strong></td>
<td>Salaries -</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td></td>
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<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>Total Salaries:</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>b. FRINGE BENIFITS:</strong></td>
<td>F.I.C.A.</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Workers' Compensation</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Unemployment Insurance</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Group Health Insurance</td>
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<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Pension</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Total Fringes:</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>c. EQUIPMENT:</strong></td>
<td></td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td></td>
<td>Total Travel:</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>d. SUPPLIES:</strong></td>
<td>Office</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Total Supplies:</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>e. OTHER OPERATING:</strong></td>
<td>Other Services</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>Total Other:</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>0.00</td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>
## ATTACHMENT ‘D’ – BUDGET NARRATIVE

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>NARRATIVE</th>
<th>PROJECTED EXPENSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Personnel</td>
<td>Include # of teachers, pay rates, number of hours</td>
<td></td>
</tr>
<tr>
<td>b. Fringe Benefits</td>
<td>Include employment taxes, vacation, sick pay, etc.</td>
<td></td>
</tr>
<tr>
<td>c. Equipment</td>
<td>Include items necessary to carry out EHS services expectations</td>
<td></td>
</tr>
<tr>
<td>d. Supplies</td>
<td>Include monthly costs, diapers, formula, consumables, office supplies</td>
<td></td>
</tr>
<tr>
<td>e. Other Operating</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Expense</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Income</td>
<td>Monthly Funding sources:</td>
<td></td>
</tr>
</tbody>
</table>
TO: Moises Gallegos, Director  
Human Services Department  
200 West Washington Street, 18th Floor  
Phoenix, Arizona  85003-1611

To Whom it may Concern:

__________________________________________, does hereby designate and authorize ______________________________,  
whose signature appears below, to execute and sign the documents checked below on behalf of:

___________________________________________.

(Contractor/Consultant/Company/Agency/Organization Name)

1. The Contract  
2. Amendments  
3. Invoices/Payment Requests  
4. All other documents or forms submitted necessary to the  
   execution of the contracted services.  
5. All Four  
   (Please check one or more of the squares as applicable.)  

The authority herein granted shall be and is hereby granted for the duration of this Contract to provide Early Head Start  
Child Care Partnership Services or until express notice of revocation has been duly given in writing, whichever is the  
lesser period.

Dated this ___ day of ________,2017.

By      _____________________________  
   (Signature of Officer)                                                                                   (Title)

Signature/Title of Person Authorized to Sign: _____________________________  
Signature/Title of Person Authorized to Sign: _____________________________  
Signature/Title of Person Authorized to Sign: _____________________________

STATE OF ARIZONA  )
) SS.
COUNTY OF ____________________ )

This instrument was acknowledged before me this _____ day of _________________, 2017 by  
______________________________, appearing before the undersigned Notary Public, and stated  
that he executed such instrument on behalf of said Individual, Co-Partnership, or Corporation for the purpose and  
consideration therein expressed.

My Commission Expires _________________  
   (Month/Day/Year)  
   (Notary Public Signature)
ATTACHMENT ‘F’ – AFFIDAVIT OF ASSURANCES

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

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

1. The City is relying on proposer’s submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.

2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.

3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.

4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any proposer errors or omissions.

5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.

6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.

7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.

8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer’s proposal or the RFP process.

9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.

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

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

Signature(s)

Proposer’s Contracting Entity (Legal Name\(^1\)): ___________________________________________________________

\(^1\) The successful proposer must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: ________________________________________________________

Title: ___________________________________________________________________________________________

Business Mailing Address: ___________________________________________________________________________

Telephone and Email Address: ___________________________________________________________________

Signature: _____________________________________________________________________________________

*Proposal must be signed by an individual authorized to contractually bind the proposer.

Name of Joint Venture Partner (if applicable): ___________________________________________________________

Printed Name of Authorized Representative*: ________________________________________________________

Title: __________________________________________________________________________________________

Business Mailing Address: _________________________________________________________________________

Telephone and Email Address: __________________________
*Proposal must be signed by an individual authorized to contractually bind the joint venture partner.

**NOTARIZED**

Signed and sworn before me this _____ day of __________________________, 2017.

Notary Signature:                      Affix Seal:

_________________________________

My Commission Expires:

_________________________________
ATTACHMENT ‘G’ – REFERENCES

Provide three (3) references you have provided similar services for in the past two (2) years. Include name, contact information, type of service(s) and dates of service. Do not use the City of Phoenix as a reference.

<table>
<thead>
<tr>
<th>REFERENCE 1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Organization:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>Contact:</strong></td>
</tr>
<tr>
<td><strong>Contact Phone Number:</strong></td>
</tr>
<tr>
<td><strong>Brief Description of Services Provided:</strong></td>
</tr>
<tr>
<td><strong>Dates of Service:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REFERENCE 2</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Organization:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>Contact:</strong></td>
</tr>
<tr>
<td><strong>Contact Phone Number:</strong></td>
</tr>
<tr>
<td><strong>Brief Description of Services Provided:</strong></td>
</tr>
<tr>
<td><strong>Dates of Service:</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REFERENCE 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Organization:</strong></td>
</tr>
<tr>
<td><strong>Address:</strong></td>
</tr>
<tr>
<td><strong>City:</strong></td>
</tr>
<tr>
<td><strong>Contact:</strong></td>
</tr>
<tr>
<td><strong>Contact Phone Number:</strong></td>
</tr>
<tr>
<td><strong>Brief Description of Services Provided:</strong></td>
</tr>
<tr>
<td><strong>Dates of Service:</strong></td>
</tr>
</tbody>
</table>
## Section 1 – Agency and Site Information

<table>
<thead>
<tr>
<th>Agency name:</th>
<th>Phone:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Zip code:</td>
</tr>
<tr>
<td>Primary contact name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Primary contact phone (if different from above) or extension:</td>
<td>Email:</td>
</tr>
<tr>
<td>Secondary contact name:</td>
<td>Title:</td>
</tr>
<tr>
<td>Secondary contact phone (if different from above) or extension:</td>
<td>Email:</td>
</tr>
<tr>
<td>Participating Site or Program name (if in addition to or different from above):</td>
<td>Phone:</td>
</tr>
<tr>
<td>Address:</td>
<td>Zip code:</td>
</tr>
</tbody>
</table>

### Type of Agency

<table>
<thead>
<tr>
<th>Type of Agency</th>
<th>Funding Sources for 0-5 Center-Based Program</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not-for-profit child care center</td>
<td>DES Child Care Assistance</td>
</tr>
<tr>
<td>For-profit child care center</td>
<td>Head Start</td>
</tr>
<tr>
<td>Faith-based organization</td>
<td>Early Head Start</td>
</tr>
<tr>
<td>Community-based organization</td>
<td>State Pre-K</td>
</tr>
<tr>
<td></td>
<td>FTF Quality Scholarships</td>
</tr>
<tr>
<td></td>
<td>Private pay/tuition</td>
</tr>
<tr>
<td></td>
<td>CACFP</td>
</tr>
<tr>
<td></td>
<td>Other:</td>
</tr>
</tbody>
</table>

### Program Numbers

<table>
<thead>
<tr>
<th>Center-Based Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of sites:</td>
</tr>
<tr>
<td>Total number of children served:</td>
</tr>
<tr>
<td>Total number of classrooms:</td>
</tr>
<tr>
<td>Age range served:</td>
</tr>
<tr>
<td>Total number of staff:</td>
</tr>
<tr>
<td>Percentage of families currently in program eligible for free or reduced lunch:</td>
</tr>
<tr>
<td>Number of children receiving DES subsidy</td>
</tr>
<tr>
<td>Number of FTF Scholarships</td>
</tr>
<tr>
<td>Number of 0-3 children served:</td>
</tr>
<tr>
<td>Number of 3-5 children served:</td>
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<tr>
<td>Number of 0-3 classrooms:</td>
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<td>Number of 3-5 classrooms:</td>
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<tr>
<td>Number of 0-3 teachers:</td>
</tr>
<tr>
<td>Number of 3-5 teachers:</td>
</tr>
<tr>
<td>Number of 0-3 supervisors:</td>
</tr>
<tr>
<td>Number of 3-5 supervisors:</td>
</tr>
</tbody>
</table>
### Section 2 – Site Status

#### Quality Rating System

Has the participating site been evaluated for the STATE Quality Rating System?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

What level has been achieved? 0 1 2 3 4

Date of last QRS rating:

Please describe your plans to apply or to achieve the next level in the Quality Rating System, if any.

#### NAEYC accreditation

Is the participating site NAEYC accredited?

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

Most recent accreditation date:

If formerly accredited, how long has accreditation been lapsed?

If in process of getting accredited, list step:

What are your plans, if any, for NAEYC accreditation?

### Section 3 – Staff to Participate in the Partnership Project

Please list the **program administrators and supervisors** who would participate in the Partnership project.

<table>
<thead>
<tr>
<th>Name</th>
<th>Job title</th>
<th>Number of supervisees</th>
<th>Length of time in position</th>
<th>Length of time at this agency</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

Please list the **0-3 teachers** who would participate in the Partnership project.

<table>
<thead>
<tr>
<th>Name</th>
<th>Job title</th>
<th>Classroom name</th>
<th>Classroom Age range</th>
<th>Length of time at this agency</th>
</tr>
</thead>
<tbody>
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</table>

Please list the **any additional staff** who would participate in the Partnership project.

<table>
<thead>
<tr>
<th>Name</th>
<th>Job title</th>
<th>Length of time in this position</th>
<th>Length of time at this agency</th>
</tr>
</thead>
<tbody>
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</table>
Please explain here why these classrooms and staff were chosen to participate in the program. Also, please attach brief statements from the staff listed in the application describing why they are interested in participating in the Partnership.

---

### Section 4 – Logistics of Training and Reflective Practice Groups

#### Scheduling Monthly Team Training

<table>
<thead>
<tr>
<th>Scheduling</th>
<th>Monthly training options</th>
<th>Best time for training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly group</td>
<td>on Saturdays.</td>
<td>Best for 3 hour trainings:</td>
</tr>
<tr>
<td>Monthly group training</td>
<td>in the evening.</td>
<td>Best for 3 hour trainings:</td>
</tr>
<tr>
<td>Monthly group training on Professional Development day(s)</td>
<td>when center is closed to children.</td>
<td>Best time for training:</td>
</tr>
<tr>
<td>Currently scheduled PD Dates:</td>
<td></td>
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<tr>
<td>Combination. Please describe:</td>
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</tbody>
</table>

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#### Scheduling Monthly Reflective Practice Groups (RPG) for Teachers

<table>
<thead>
<tr>
<th>Scheduling</th>
<th>Monthly training options</th>
<th>Best time for training</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly group</td>
<td>on Saturdays.</td>
<td>Best for 1.5 hour groups:</td>
</tr>
<tr>
<td>Monthly group</td>
<td>in the evening.</td>
<td>Best for 1.5 hour groups:</td>
</tr>
<tr>
<td>Monthly group during the day.</td>
<td>Best for 1.5 hour group:</td>
<td></td>
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</tbody>
</table>

If you choose this option, please describe what steps will be taken to minimize children’s distress while they are separated from their teachers in training:
Monthly group on Professional Development day(s) when center is closed to children. Currently scheduled PD Dates: Best time for RPG:

Combination. Please describe:

Section 5 –Experience, Readiness, and Intentions

Through your participation in the Partnership, what changes in teachers’ practice are you hoping to see and that you think will promote or enhance children’s development, learning, and school readiness?

What changes in your own practices and in those of supervisors are you hoping to see and that you think will support effective teaching?

What changes are you hoping to see in how your program builds partnerships with families and engages them in their child’s care and education?

Thinking back to our approach to professional development on page ?? of the Partnership Overview, what is it about this initiative that you think will promote the improvements in practice identified above?

Describe successes and challenges your program has had in promoting improvements in practice/incorporating change into the program in the past. Discuss some of the lessons learned about the process.

Program Evaluation and Use of Data for Quality Improvement

How do you use program evaluation data (i.e., child progress and outcome data like the Teaching Strategies GOLD, classroom quality data like the ITERS or the CLASS, program administration data like the PAS, or NAEYC accreditation tools) to help inform ongoing improvements in practice? Please give an example.

Participation in Professional Development Opportunities

Have you or other supervisors participated in any leadership development programs (e.g., local initiative) in the past? Are you currently participating in any leadership development programs? If so, describe.

Are you or your participating staff currently receiving any coaching, technical assistance and/or consultation? If so, please describe the provider, the content, the frequency, and duration.
Are you or the participating staff currently participating in a college preparation program or any other training program or initiative? If so, describe.

Transitions and Continuity for Children, Families, and Staff
What do you do to support the transition of children and families into your program, through your program, and into kindergarten?

What are your thoughts about the potential benefits of keeping children and families with the same teaching team as long as possible?

Closing
Please describe anything else you would like us to know about your program.

Section 6 – Attachments
Please include the following attachments with your application:

☐ Most recent self-assessment/program evaluation report and Quality Improvement Plan (if any)
☐ Most recent Professional Development Plan (if any)
☐ Current organizational chart
☐ Job descriptions of direct supervisors of teachers and family support specialists
☐ Any additional examples that illustrate how the program supports ongoing staff learning and improvement of practice- (e.g. meeting minutes or agenda, individual teacher improvement/professional development plan, memos)
☐ Statements of Interest - Brief statements from the staff listed in the application describing why they are interested in participating in the Partnership

Section 7 – Agreement and Signature
Please read the statements below carefully. Your initials indicate that you understand and are making the commitment to meet the following requirements if selected for the AGENCY’s Early Head Start-Child Care Partnership.

If selected for the program, the agency agrees that

_____ The program administrator and site supervisors will work collaboratively with the AGENCY consultant/coach to develop a mutually agreed upon schedule for all onsite professional development activities including monthly team training labs, reflective practice groups, classroom observations and coaching meetings, onsite leadership meetings, and evaluation activities.

_____ The program administrator and/or site supervisor will work collaboratively with the AGENCY consultant/coach to make arrangements for the professional development and evaluation activities (i.e. confirming training dates, arranging space, scheduling substitutes).

_____ The program administrator and site supervisor will develop an action plan collaboratively with the AGENCY consultant/coach and site staff to implement changes in program policies, procedures and practices to effect desired program improvements.

_____ The program administrator and/or site supervisor will reschedule a cancelled training, onsite Director meeting, or classroom coaching meeting within 2 weeks if the activity must be cancelled because of some unforeseen circumstance.
Coaching

____ AGENCY consultants will meet with teachers in each participating classroom for up to 6 hours each month, and if needed, the agency will provide classroom coverage for part of this time to allow planning, review of video, and reflective dialogue.

____ The family support specialists will join teachers in meeting with AGENCY consultant/coach at least once per month.

____ The direct supervisor of the teachers will join the AGENCY consultant/coach in at least one coaching cycle per month.

Training Labs and Reflective Practice Groups

____ The teams of teachers listed in this application will participate in all monthly Training Labs and Reflective Practice Groups.

____ The family support specialists will participate in most monthly Training Labs (all that are relevant to their role). The Family Support Specialists will also participate in a monthly Reflective Practice Group.

____ The direct supervisors will attend all monthly Training Labs and Reflective Practice Group with teachers. The program administrator is strongly encouraged to attend the Training Labs and some Reflective Practice Groups with teachers and FSSs.

____ The program administrator and supervisors will attend all Leadership Training Labs and Leadership Reflective Practice Groups (A Leadership Training Lab or Reflective Practice Group will take place monthly).

Leadership Consultation

____ The program administrator and the direct supervisors will meet together with the AGENCY consultants/coaches at least once per month.

____ The direct supervisor will meet with the AGENCY consultant/coach one additional time per month.

Program Evaluation

____ The AGENCY evaluation team will conduct periodic classroom quality assessments.

____ The AGENCY evaluation team will conduct periodic interviews and surveys with site staff.

____ The AGENCY evaluation team will periodically collect examples of teachers’ child observation notes, individual goal plans, classroom lesson plans, center meeting agendas and descriptions of policies, procedures, or systems.

By signing below, I agree that everything contained in this application is accurate. I understand and agree to the goals, activities, and commitments involved in participating in the pilot. The pilot program has been described to the participating staff listed in this application, and they also understand and agree to the goals, activities, and commitments involved in participating in the AGENCY Early Head Start-Child Care Partnership.

Executive Director/Owner Signature: __________________________________________________________

Executive Director/Owner Name: _________________________________ Date: ________________

Site Director/Supervisor Signature: __________________________________________________________

Site Director/Supervisor Name: _________________________________ Date: ________________

Due Date: Completed Applications with original signatures must be submitted with proposal.
ATTACHMENT ‘I’ – PROFESSIONAL LICENSE(s) AND CERTIFICATIONS

(Submit Copies of License(s) and Certifications as Attachment I)
ATTACHMENT ‘J’ – FEDERAL ASSURANCES

(Form is Located on the Following Pages)
ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Authorized for Local Reproduction

Standard Form 424B (Rev. 7-97)
Prescribed by OMB Circular A-102

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.
EXHIBIT ‘A’ – PROPOSAL CHECKLIST

THIS CHECKLIST DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL

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

☐ Cover Letter.

☐ Original Offer Form signed by Authorized Signatory (Attachment A).

☐ Solicitation Conflict and Transparency Disclosure Form signed by Authorized Signatory (Attachment B).

☐ Itemized Service Budget (Attachment C).

Submit in a separate sealed envelope (with Attachment D)

☐ Budget Narrative (Attachment D).

Submit in a separate sealed envelope (with Attachment C)

☐ Authorized Signatory Form (Attachment E).

☐ Affidavit of Assurances (Attachment F).

☐ References (Attachment G).

☐ EHS-Child Care Partnership Application (Attachment H) Be sure to include all EHSCCP Application Attachments.

EHSCCP Application Attachments

☐ Most recent self-assessment/program evaluation report and Quality Improvement Plan (if any)

☐ Most recent Professional Development Plan (if any)

☐ Current organizational chart

☐ Job descriptions of direct supervisors of teachers and family support specialists

☐ Any additional examples that illustrate how the program supports ongoing staff learning and improvement of practice- (e.g. meeting minutes or agenda, individual teacher improvement/professional development plan, memos)

☐ Stage of Change surveys completed by program leadership (program administrator and each participating supervisor)

☐ Statements of Interest - Brief statements from the staff listed in the application describing why they are interested in participating in the Partnership

☐ Copies of Professional License(s) and/or Certifications (Attachment I).

☐ Federal Assurances ( Attachment J).

☐ Solicitation Addenda signed by Authorized Signatory (if applicable).


☐ 501c(3) Determination Letter. Submit a copy of your IRS Determination Letter (if organized as a Charitable Organization).

☐ One (1) original hard copy and four (4) photocopies of proposal, are in a sealed package/envelope with your company name and address

☐ Proposals submitted in five (5) separate binders

☐ Mail or deliver the proposals to:

City of Phoenix Human Services Department
Attn: Andrea Nejeres, Procurement Officer
200 W. Washington Street, 18th Floor, Phoenix, Arizona 85003-1611

Request for Proposal RFP-HSD-EDU-1617-CCP
Early Head Start Child Care Partnership Expansion
Due Date: January 17, 2017 by 1:00 P.M. Arizona local time
# EXHIBIT ‘B’ – CHILDCARE SITE VISIT EVALUATION CRITERIA CHECKLIST

<table>
<thead>
<tr>
<th>Childcare Site __________________________</th>
<th>Date of Visit __________</th>
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<tbody>
<tr>
<td>Person completing this checklist ______________________________________</td>
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</tbody>
</table>

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<th></th>
<th>Y</th>
<th>N</th>
<th>comments</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Equipment, toys, materials, and furniture are safe, age, and developmentally appropriate.</td>
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<tr>
<td>2.</td>
<td>Environments for infants and toddlers are free of choking hazards.</td>
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<td>3.</td>
<td>Exits are clearly marked, and emergency evacuation routes and other safety procedures are posted in the classroom and in appropriate locations throughout the site.</td>
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<td>4.</td>
<td>Lighting is sufficient and adequate for all classroom activities.</td>
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<tr>
<td>5.</td>
<td>Emergency lighting is available in case of a power failure.</td>
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<tr>
<td>6.</td>
<td>Fire extinguishers are available, accessible, tested, and serviced regularly.</td>
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<tr>
<td>7.</td>
<td>Smoke, carbon monoxide, and as necessary, radon detectors are installed, properly located and tested regularly.</td>
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<tr>
<td>8.</td>
<td>Child care, health, fire, and other applicable licenses and inspection certificates are current.</td>
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<tr>
<td>9.</td>
<td>Medication is properly stored and labeled and is not accessible to children.</td>
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<tr>
<td>10.</td>
<td>Cleaning supplies and other potentially dangerous materials are not accessible to children.</td>
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<tr>
<td>11.</td>
<td>All classrooms meet minimum square footage requirements for indoor space per local, state, Tribal, and Head Start regulations, whichever is more stringent.</td>
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<tr>
<td>12.</td>
<td>Playground and indoor gross motor equipment is age appropriate, in good repair, and protected from sun. Fall zone surfaces and equipment meet Consumer Product Safety Commission requirements. All playground areas are visible to supervising adults.</td>
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<tr>
<td>13.</td>
<td>Necessary accommodations and modifications are made to ensure the safety, comfort, and participation of children with disabilities.</td>
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<tr>
<td>14.</td>
<td>Children are protected from potential hazards presented by windows and glass doors, including falls and breakage.</td>
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<tr>
<td>15.</td>
<td>Toilets and hand washing facilities are clean, in good repair, and easily accessible for children’s use. Supplies including toilet paper, hand soap, and towels are available and accessible.</td>
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<tr>
<td>16.</td>
<td>Toileting and diapering areas are separated from areas used for food preparation, service and eating and equipped with sanitizing supplies for exclusive use in the area.</td>
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<tr>
<td>17.</td>
<td>Garbage is stored in a safe and sanitary manner to prevent contamination.</td>
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<tr>
<td>18.</td>
<td>Children and staff are protected from potential injuries from heating and cooling systems; including burns from hot water (water should not exceed 120 degrees).</td>
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</tbody>
</table>
19. Indoor and outdoor environments are free of mold and pollutants, including smoke, lead, pesticides, and herbicides, as well as soil and water pollutants.

20. Child accessible electrical outlets have covers, are tamper-resistant, or have safety plugs.

21. Sleeping arrangements for infants are free of soft bedding materials (e.g., soft mattress, crib bumpers, pillows, stuffed animals, fluffy blankets, and comforters). No drop side cribs are in use.

22. Emergency supplies, including parent and emergency contact information, first aid kits, etc. are available in the event evacuation is needed.

23. Children are protected from any hazards posed by classroom or family childcare pets.