REQUEST FOR PROPOSALS ("RFP")

RFP-HSD-EDU-1617-MHC

MENTAL HEALTH CONSULTATION SERVICES
HEAD START BIRTH TO FIVE PROGRAM

RFP ISSUED: 09/08/2016

CONTRACT REPRESENTATIVE

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**SUBMITTALS**

- OFFER FORM (ATTACHMENT A)
- SOLICITATION CONFLICT & TRANSPARENCY DISCLOSURE FORM (ATTACHMENT B)
- PRICE PROPOSAL (ATTACHMENT C)
- FEDERAL ASSURANCES (ATTACHMENT D)
- REFERENCES (ATTACHMENT E)
- COPY OF PROFESSIONAL LICENSE (ATTACHMENT F)

**EXHIBITS**

- PROPOSAL CHECKLIST (EXHIBIT A)
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 Notice is received by the City for disqualification, 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 – RFP PROCESS

1. OVERVIEW

The City of Phoenix, Human Services Department (HSD), Education Division invites sealed proposals to provide Mental Health Consultation Services to their 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 makes funding available to procure the services of a highly-qualified individual or organization to provide mental health consultation for the Head Start Birth to Five Program. Head Start Performance Standard 1304.24 requires services of mental health professionals to enable timely and effective identification of and intervention in family and staff concerns regarding children’s mental health.

The City operates a program inclusive of the Head Start preschool program for 3-5 year olds; the Early Head Start Home-Based program for pregnant moms and families with children 0-3 years; and the Early Head Start Child Care Partnership program, a center-based model with licensed child care partners serving children 0-3 years. Current enrollment is estimated as follows:

- Head Start preschool - 3,090 children;
- Early Head Start home-based - 300 children;
- Child Care Partnerships -188 children.

The Head Start Birth to Five Program provides mental health services that support the comprehensive development of a child to ensure healthy, social and emotional development. Work is conducted alongside the families to address their ability to provide a stable environment that optimizes learning. Services such as observations, parent/staff consultations, social/emotional assessments, crisis intervention, home visits and professional development are provided on an ongoing basis. The populations served are low-income families who could be experiencing various social issues such as homelessness, domestic violence, unemployment, and post-partum depression. Mental health consultation would provide regularly scheduled services to providers, Head Start Birth to Five staff, families, and child care partners.

2. PROJECTED AWARD

It is the intent of the City to enter into one primary Contract for mental health consultation services. The Contract term is five (5) years commencing on or about December 1, 2016 and terminating on or about November 30, 2021.

A response to this solicitation is an offer to Contract with the City based upon the terms, conditions, and specifications contained in the RFP. A proposal does not constitute a Contract nor does it confer any rights on the Contractor to the award of a Contract. A Contract is not created until the proposal is accepted in writing by the City’s signature on the Offer and Acceptance Form. A notice of award or intent to award shall not constitute acceptance of the proposal. Once the City has received and approved certificates of insurance and other necessary documents required to provide services for the City, a Contract will be executed, and a Notice to Proceed will be issued in writing by the Procurement Officer.

3. DEFINITION OF KEY WORDS USED IN THE RFP

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

**Should:** Indicates something that is recommended but not mandatory. If the 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.

**May:** Indicates something that is not mandatory but permissible.

4. CITY’S PROPOSER SELF-REGISTRATION

Any Proposer that is recommended for award resulting from this solicitation must be registered in the City’s eProcurement website prior to issuance of an agreement. The City may, at its sole discretion, reject any offer from a Proposer who has not registered in the City’s eProcurement website. Access to the City’s eProcurement website for registration purposes is available at: [https://www.phoenix.gov/financesite/Pages/EProc-help.aspx](https://www.phoenix.gov/financesite/Pages/EProc-help.aspx).
5. SCHEDULE OF EVENTS – DATES ARE SUBJECT TO CHANGE

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<td>September 16, 2016 by 12:00 PM</td>
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6. CHANGES TO THE RFP AND OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Proposers are responsible for obtaining any and all information relevant to this solicitation. Changes to this RFP will be in writing as an addendum. Proposers may download the complete solicitation and any addenda from [https://www.phoenix.gov/solicitations](https://www.phoenix.gov/solicitations). The City shall not be responsible for any oral instructions given by any City employee, consultant, or official regarding RFP instruction, specifications, or documents.

Proposers shall acknowledge receipt of a Request for Proposal Solicitation Addendum by signing and returning the document with the submittal. Failure to submit the addendum with the solicitation response may be grounds for deeming a submittal non-responsive.

Internet access is available at all public libraries. Any interested Proposers without internet access may obtain this solicitation by calling (602) 534-1032.

7. ALTERNATE FORMAT

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

8. PROPOSER INQUIRIES

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 questions about this RFP must be submitted in writing no later than the deadline listed in the Schedule of Events to: hsdprocurement@phoenix.gov. A response to all questions submitted will be posted to the city’s solicitation website at: [https://www.phoenix.gov/solicitations](https://www.phoenix.gov/solicitations).

9. DELIVERY OF PROPOSALS

Proposals must be in the actual possession of the City at the designated location on or prior to the exact time and date indicted 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 Reception Area Submittal Box  
Phoenix, AZ 85003-1611  
Re: RFP-HSD-EDU-1617-MHC - Mental Health Consultation Services Head Start Birth to Five Program

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.

10. INSTRUCTIONS TO PROPOSERS

A. Understanding Scope of Work Requirements

It is the responsibility of all Proposers to examine the entire solicitation and seek clarification of any requirement that may not be clear, and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Proposers are strongly encouraged to:

a. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

b. Study and carefully correlate Proposer’s knowledge and observations with the RFP document and other related data.

c. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which a Proposer has
discovered in or between the RFP document and such other related documents.

B. Minimum Requirements
Proposers are reminded that the specifications stated in the solicitation are the minimum level required. Proposals submitted must be for products or services that meet or exceed the minimum requirements specifically stated in this solicitation. Proposals offering less than the minimum specified are non-responsive, and should not be submitted.

C. Proposed Approach to Scope of Work
Proposers should tailor its proposed approach to the scope of work to reflect the City's programs and demographics. The submittal shall include ample written evidence to demonstrate that all specifications herein have been met and/or exceeded.

D. Determination of Responsiveness, Responsibility and Right to Investigate
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 discretion to determine the sufficiency of experience, qualifications, responsiveness and responsibility of all Proposers.

E. Responsiveness
Non-responsive proposals will not be considered in the evaluation process. The RFP states specific criteria –to determine responsiveness, and includes those terms and conditions to render a proposal non-responsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as non-responsive. 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 non-responsive.

F. 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 that the Proposer be a responsible contractor. Responsibility includes the Proposer's integrity, skill, capacity, experience, and facilities for conducting the work to be performed. A review of responsibility may occur up to Contract award.

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 Proposer's references, including information about Proposer's past history and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation 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.

The Proposer's 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.

G. 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 a Contract.

H. Proposer Certification and Affidavit
By submitting a proposal, each 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. Any Proposer 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 Contract resulting from this process.

I. 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.
J. 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.

K. Disclosure of Confidential or 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. Each Proposer shall mark any information submitted as part of its proposal it has deemed 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.

L. 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:

a. Waiving any defects or informalities in any proposal or proposing procedure;
b. Accepting or rejecting any or all proposals or any part of any or all proposals;
c. Canceling the RFP in part or in its entirety;
d. Reissuing the RFP with or without modification;
e. Negotiating with any qualified Proposer;
f. Extending the deadline for proposals; and/or
g. Requesting additional information from any or all Proposers

M. 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 Proposer’s submittal or any other data available to the City. This disqualification is at the sole discretion of the City. By submission of a submittal 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 submittal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

11. PROPOSAL FORMAT
Proposers will use the forms included in this RFP and will prepare their response in the format set forth in the RFP. 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 provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the Contract. All fees quoted shall be firm and fixed for the full Contract period. Each response shall be:

A. Provide one (1) hard copy original and five (5) photocopies of the proposal.
B. Proposals are limited to a maximum of 25 pages. Each page must be numbered. Double-sided pages will be counted as two pages.
C. All pages exceeding the specified maximum page limit will be removed from the proposal and not considered in the evaluation.
D. The proposal shall include the following and should be submitted in the following sequence:

12. REQUIRED DOCUMENTS

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

Résumés
Provide résumés for key staff proposed for this Contract. Résumés shall not exceed two (2) pages and will be
counted toward the permitted maximum page limit.

**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’s 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.

**Price Proposal (Attachment C)**
Submit a price proposal for the proposed services

**Federal Assurances (Attachment D)**

**References (Attachment E)**

**Copy of Professional License (Attachment F)**

13. **SELECTION PROCESS**

1. **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 Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Proposer rankings and which proposals are within the Competitive Range, when appropriate.

2. **Proposals not within the Competitive Range**
The City may notify proposers of proposals that the City determined are not in the Competitive Range.

3. **Discussions with Proposers in the Competitive Range**
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. The Proposers in the competitive range may be required to provide a demonstration of their product.

4. **Demonstrations**
Proposers in the competitive range may be asked to provide a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist will prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel, and may provide a hands-on lab demonstration designed specifically for the evaluation panel. As the last step, finalists will be required to attend. The results of the surveys will be tabulated and delivered to the evaluation team 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. If the Proposer fails to do so, the City may determine the proposal is non-responsive, and the City may revoke its determination that the proposal is in the Competitive Range.

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.

5. **Best and Final Offers (BAFO)**
   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:

   a. Notice that discussions/negotiations are concluded.

   b. Notice that this is the opportunity to submit a written BAFO.
c. A common date and time for submission of a BAFO by each Proposer in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs.

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

e. Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their BAFO.

If a Proposer’s 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.

14. AWARD RECOMMENDATION

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 to review.

15. DEBRIEFING

After Contract award, Proposer's may contact the Procurement Officer to clarify or resolve any concerns from this solicitation or Contract award. The primary goal of this process is to resolve issues at the lowest administrative level. Issues discussed during this phase are not considered a formal protest.

16. PROTEST PROCEDURE

Formal protests must be in writing and must be filed within seven (7) calendar days after formal written award notification. Protests should include the following:

- The name, address, phone, and email of the protestor;
- Identification of the solicitation number;
- A detailed and complete statement of the legal and factual grounds of the protest including copies of relevant documents;
- Signature of the protestor or the authorized signatory of your organization; and
- The form of relief requested.

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

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

17. CONTRACT DOCUMENT

Upon award of a Contract, the following shall comprise the Contract document:

- Signed Offer form (Attachment A)
- Scope of Work
- Method of Approach
- Price Proposal (Attachment C)
- Federal Assurances (Attachment D)
- Standard Terms and Conditions
- Special Terms and Conditions
SECTION II– SCOPE OF WORK

The Consultant will provide process consultation across the Birth to Five Continuum. Services will focus on developing age appropriate strategies and resources to identify and address mental health concerns of children, families, and pregnant women enrolled in the Head Start program. The Consultant will work with staff on complex cases and will share the latest in mental health research and methodologies. Other services may include observations in classrooms, child care settings or socializations.

Common areas of concern resulting from adverse childhood experiences include: behavioral issues, bonding and attachment, self-regulation, domestic violence, atypical child development, and post-partum depression. Consultative support services should work to strengthen and enhance current mental health practices.

The Consultant may also provide direct services to families on a regularly scheduled basis for up to twenty (20) hours per week, eighty (80) hours per month. The Consultant must be flexible to meet the needs of staff and families.

1. CONSULTANT’S REQUIREMENTS

The Consultant shall:
- Have expertise in Birth to Five (0-5 years) mental health and development
- Be a mental health professional licensed in the State of Arizona
- Maintain licensure through Arizona Board of Behavioral Health or Arizona Board of Psychologist Examiners throughout the contracted period
- Have knowledge of early childhood assessment tools and strategies
- Be flexible to meet the needs of the program
- Provide documentation/case notes for any direct work with families
- Have knowledge and experience with vulnerable populations
- Be available for phone consultation during crisis situations
- Have knowledge and understanding of mental health services across cultures
- Communicate effectively with diverse groups both verbally and in writing
- Have knowledge of available child mental health community resources
- Have experience formulating and writing assessments and growth plans for young children
- Be able to organize tasks and manage time effectively
- Be able to work with physically active children ages 0-5
- Maintain compliance with maximum level background screening requirements
- Build and maintain strong collaborative relationships with Head Start staff and families
- Have a minimum of 2 years direct experience providing prevention services and/or mental health consultation to children and families
- Have a valid driver’s license

2. CONSULTANT’S RESPONSIBILITIES

The Consultant Shall:
- Provide group or one-on-one consultation to Head Start staff or child care partners staff on specific cases that are complex in nature and require high level expertise
- Be available for mental health consultation or direct practice services with clients for up to 80 hours a month
- Be able to respond within 2 hours for phone consultation during program business hours on non-scheduled work day if crisis situation arises
- Maintain the confidentiality of all client information
- Complete case notes and other documentation as required by the City of Phoenix Head Start Birth to Five Program
- Provide professional development to staff related to social-emotional development and mental health
- Provide guidance to staff on selecting, implementing and interpreting social-emotional screening and assessment tools and findings
- Provide guidance and modeling developmentally appropriate activities, and effective ways to work with and support young children
- Provide written observations, coaching and strengths-based feedback to staff
- Support, coordinate and provide professional development related to social-emotional and mental health issues as requested
- Conduct observations of individual children as assigned or referred for consultation
- Conduct home visits to support the mental health needs of families and children, and create plans to support these needs
- Meet with families to consult on child and family needs and create or follow-up on plans to support these needs
- Provide child and family referrals to community agencies
• Submit an accurate and timely invoice monthly by the 15th day of the month following services. The invoice will include:
  ➢ Consultant name, address, telephone and email
  ➢ Contract number
  ➢ Invoice number
  ➢ Number of hours worked
  ➢ Dates of service
  ➢ Type of service

3. CITY’S RESPONSIBILITIES

• Assign a City staff person as a point of contact for scheduling and authority to approve and authorize all work under the Contract
• Provide appropriate meeting room with adequate space for consultation or other services being provided
• Provide work space, computer, phone, and access to database
• Monitor and analyze the effectiveness of services

4. HOURS OF SERVICE AND LOCATION

• Program business hours are Monday – Friday 7:30 am – 5:00 pm. Consultant must be available during Program business hours and occasional after hour special events.
• Services will be provided at 200 W. Washington Street, Phoenix, AZ or a mutually agreed upon location.
SECTION III - EVALUATION CRITERIA

An Evaluation Panel comprised of City staff will evaluate the proposals based on the following criterion, which are listed in order of importance.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience and Qualifications</td>
<td>450</td>
</tr>
<tr>
<td>Method of Approach and Service Implementation</td>
<td>350</td>
</tr>
<tr>
<td>Price Proposal</td>
<td>200</td>
</tr>
<tr>
<td><strong>Total available points</strong></td>
<td><strong>1000</strong></td>
</tr>
</tbody>
</table>

1. **Experience and Qualifications: (450 possible points)**

   Please describe how you would provide the services detailed in the Scope of Work within the context outlined in the program description, specifically addressing:

   a. Describe prior relevant experience within the 0-5 field, including your experience with programmatic, child and family centered consultation, and years of experience. Describe the population and setting you served.

   b. Describe your experience working with culturally, socially, and economically diverse populations.

   c. Describe which social emotional or developmental assessment tools you have utilized.

   d. Describe your experience consulting and coaching staff and parents of various backgrounds and education levels.

   e. Provider experience in Head Start Birth to Five Program is desirable.

2. **Method of Approach: (350 possible points)**

   a. Describe your approach to assessing children’s mental health, including your work with young children ages 0-5 in child care centers, socializations, home visits, classrooms or other early education settings.

   b. Describe your approach to effectively implementing mental health consultation in Head Start Birth to Five Programs, including your ability to partner and build relationships with current staff, child care partners, families and children.

   c. Describe how you will assess the need for and plan for professional development of staff.

3. **Price Proposal: (200 possible points)**

   Proposer shall submit a price proposal (Attachment C).
SECTION IV – STANDARD TERMS AND CONDITIONS

1. Compliance With Applicable Laws
The Consultant 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 contract 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 a Contract to any Consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, the Consultant agrees that:

   A. The Consultant and each subconsultant 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 Contract.

   C. The City retains the legal right to inspect the papers of the Consultant or subconsultant employee(s) who work(s) on this Agreement to ensure that the Consultant or subconsultant 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 a Contract 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 Contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

5. Equal Employment Opportunity
Any Consultant in performing under this Contract 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 Consultant 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 advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Consultant further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by Consultant. The Consultant 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 Consultant 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 Consultant 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. Consultant and Subconsultant Worker Background Screening
   (A.) Contract Worker Background Screening. The Consultant agrees that all Contract workers and subconsultants (collectively “Contract Worker(s)”) that the Consultant furnishes to the City pursuant to this Contract shall be subject to background and security checks and screening (collectively “Background Screening”) at Consultant’s sole cost and expense as set forth in this Section. The Background Screening provided by the Consultant shall comply with all applicable laws, rules and regulations. The Consultant 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 Contract. The City in no way warrants that these minimum requirements are sufficient to protect the Consultant from any liabilities that may arise out of the Consultant’s services under this Contract or the Consultant’s failure to comply with this Section. Therefore, in addition to the specific measures set forth below, the Consultant 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 Contract. The City may, in its sole discretion, accept or reject any or all of the Contract Workers
proposed by the Consultant to perform work under this Contract as well those Contract Workers actually providing services during the term of this Contract.

(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 Contract 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 Standard Risk level, plus a sexual offender search, a credit check, and driving record search for 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.) Consultant Certification; City Approval of Maximum Risk Background Screening. By executing this Contract, the Consultant certifies and warrants that the Consultant 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 Contract, the Consultant further certifies and warrants that the Consultant 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 Consultant shall furnish for the City’s review and approval such Background Screenings for any Contract Worker considered for performing services under this Contract 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 Contract shall not be proposed to perform work under other City contracts or engagements without City’s prior written approval.

(D.) Terms of This Section Applicable to all of Consultant’s Contracts and Subcontracts. The Consultant shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Contract 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 Contract and any breach of this Section by the Consultant shall be deemed a material breach of this Contract. In addition to the indemnity provisions of this Contract, the Consultant 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 Consultant or the City for failure to satisfy this Section.

(F.) Continuing Duty; Audit. The Consultant’s obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Contract. Consultant shall notify the City immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by the City. Consultant shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Consultant’s compliance with this Section.
7. Indemnification
The Consultant ("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 Consultant or any of its owners, officers, directors, agents, employees or subconsultants in connection with this Contract. 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 Consultant 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 Consultant from and against any and all Claims. The Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, the Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by the Consultant for the City. The obligations of the Consultant under this provision survive the termination or expiration of this Contract.

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

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: The Consultant 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 Consultant".

2. Automobile Liability
   Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.
   - Combined Single Limit (CSL) $1,000,000

   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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant".

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

   a. Policy must contain a waiver of subrogation against the City of Phoenix.
   b. This requirement does not apply when a consultant or subconsultant is exempt under A.R.S. 23-901, AND when such consultant or subconsultant 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 contract.

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

   a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, the Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract 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 Consultant even if those limits of liability are in excess of those required by this Contract.

   2. The Consultant'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 Contract, the Consultant 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 Consultant from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** The Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

   All certificates required by this Contract must be sent directly to (Andrea Nejeres, Procurement Officer, 200 W. Washington Street, 18th Floor, Phoenix, Arizona 85003-1611, hsdprocurement@phoenix.gov).

   The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

F. **SUBCONSULTANTS:** The Consultants’ certificate(s) must include all subconsultants as additional insureds under its policies or the Consultant must furnish to the City separate certificates and endorsements for each subconsultant. All coverages for subconsultants must be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.
SECTION V – 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 contract, the consultant agrees to comply with this policy in supporting the program and in performing the services called for under this contract. The consultant shall include this clause in all sub-contracts awarded under this contract for supporting or performing the specified program and services. Accordingly, the consultant 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 Consultant 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 Consultant agrees to comply with the Drug-Free Workplace Act of 1988 (P.L. 100-690). This law requires the Consultants and subconsultants of federal funds to certify they will provide drug-free workplaces. This certification is a precondition to receiving a Contract, or grant.

4. Lobbying
The Consultant agrees to comply with the “Disclosure of Lobbying Activities” regulations (P.L. 101-121; 31 U.S.C. 1353). This law requires the Consultant 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 Consultant 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 Consultant, immediately terminate this Contract if the City determines that the Consultant has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subconsultant of any public procurement unit or other governmental body.

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

7. Crimes Against Children
The Consultant 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 Consultant 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 Consultant 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. Seat Belt Use
Pursuant to EO 13043 (4/16/1997), Increasing the Use of Seat Belts in the US, Consultants 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.
11. Retention, Inspection, Audit, and Copying of Records
The Consultant shall retain and contractually require each subconsultant to retain all data, books, accounts, reports, files, and other records relating to the performance of the Contract for a period of five years from the date of final payment under this Contract, or if subject to Health Insurance Portability & Accountability Act which is six years from the date of final payment. At any time during the term of this Contract and five years thereafter, the records of the Consultant or any subconsultant 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 Consultant for a period equal to the period of the consultant’s ownership (or occupancy, in the case of leased facilities) of the facility, plus three years.

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

- Adequate identification of the service provided and each service recipient’s application for Contract and subconsultant 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 Consultant;
- Original invoices, statements, sales tickets, billings for Services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to this Contract;
- A complete general ledger with accounts for the collection of all costs and/or fees applicable to this Contract;
- Copies of lease/rental Contracts, mortgages and/or any other Contracts which in any way may affect Contract expenditures.

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

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

13. 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 Consultants 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 Contract numbers and award amounts to be included in a separate schedule, if not included on the Schedule of Federal Financial Assistance. The Consultant’s auditor will certify the audit was conducted in accordance with OMB Circular A-133.

After completion of the audit, the Consultant 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 Consultant’s fiscal year, but not later than nine months after the Consultant’s fiscal year in which this Contract expires.

14. Sub-recipient–Federal Funds under $750,000
The Consultants 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.

15. 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 Contract, and post-award audits.

16. Vendor
To insure accountability of the delivery of all goods and Services, the consultants designated as vendors, shall ensure that the procurement, receipt, and payment for goods and Services comply with laws, regulations, and the terms of this Contract.

17. Evaluation and Monitoring
The City may evaluate and the Consultant 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 Consultant’s progress and/or success in achieving the service requirements and deliverables set forth in this Contract. The Consultant agrees that the City may monitor the Consultant or subconsultant, in the Services delivered, facilities maintained, and fiscal practices. The Consultant shall cooperate in such efforts. The Consultant shall participate in third party evaluations if the City retains an inspector to monitor this Contract.

If the Consultant 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 Consultant 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 Contract up to and including termination of Contract.

18. Visitation and Inspection
The Consultant’s or subconsultant’s facilities, Services and individuals served, pertaining to the Contract shall be available for visitation, inspection by the City and any other appropriate agent of the City, State, or Federal Government. At the discretion of the City, visitation and inspection may occur at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, the City may at any time visit and inspect the Consultant’s or subconsultant’s facilities, Services and individuals served.

19. Professional Standards
The Consultant shall deliver contract services in a humane and respectful manner, and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, applicable licenses, permits, and authority required must be maintained as presented in this Contract.

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

21. Professional Competency
- Qualifications
  The Consultant represents that it is familiar with the nature and extent of this Contract, the Services, and any conditions that may affect its performance under this Contract. The Consultant 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 Consultant will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of the Consultant’s profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of the Consultant’s work shall in no way relieve the Consultant of liability to the City for damages suffered or incurred arising from the failure of the Consultant to adhere to the aforesaid standard of professional competence.

22. Confidentiality and Data Security
All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Consultant 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 Consultant 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 Consultant 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, financial account information, protected health information, or restricted City information so
that these types of information cannot practicably be read or reconstructed. The Consultant will provide the City with its information security policies and procedures regarding the redaction, destruction, erasure, or other disposal of documents and information. In the event that data collected or obtained by the Consultant in connection with this Contract is suspected to have been compromised, the Consultant shall notify the contracting City department immediately. The Consultant agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, it will be the City, not the Consultant that will inform any and all individuals affected by any such breach. Only upon prior written consent of the City, or at the specific direction of the City, will the Consultant notify individuals affected by a breach or critical breach of the City's information.

The Consultant agrees that the City may assess or test the security of any applications, web Services, or computerized systems created or provided by the Consultant 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 Consultant 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 Consultant must remediate found vulnerabilities in computerized systems they provide; the Consultant 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 Consultant.

The Consultant 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 Consultant 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 Contract, the Consultant specifically acknowledges that it is responsible for the security of cardholder data that the Consultant possesses or otherwise stores, processes or transmits on behalf of the City. Additionally, as a requirement of this Contract, 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 Consultant 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 Consultant agrees that the requirements of this Section shall be incorporated into all subconsultant Contracts entered into by the Consultant. 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 Contract without notice. The obligations of the Consultant under this Section shall survive the termination of this Contract.

23. Competitive Bidding

If the purchase of supplies and equipment has been authorized in this Contract, the Consultant 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 Consultant shall expend the City funds in a manner that would serve the public interest and honor the public trust.

24. Capital Equipment

If the purchase of supplies and equipment has been authorized in this Contract, the Consultant 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 Consultant shall expend the City funds in a manner that would serve the public interest and honor the public trust.
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 Contract.

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

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

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

26. Accounting
The Consultant’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 Consultant shall maintain separate accounts for City funds awarded under this Contract.

27. Client Fees and Program Income
Unless mandated by controlling law, the Consultant shall impose no fees or charges of any kind upon recipients for Services authorized under this Contract. However, if program income is generated and received by the Consultant 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.

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

29. Release of Information-Advertising and Promotion
The Consultant 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 Contract, 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 Consultant without the prior written consent of the City.

30. Contacts with Third Parties
The Consultant or its subconsultants shall not contact third parties to provide any information in connection to the Services provided under this Contract without the prior written consent of the City. Should the Consultant or its subconsultants be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing Contract with the City, the Consultant or its subconsultants 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 Consultant and its subconsultants under this Section shall survive the termination of this Contract.

The Consultant agrees that the requirements of this Section shall be incorporated into all subconsultant Contracts entered into by the Consultant. 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 Contract without notice.

31. Costs and Payments

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

- **Allowable Costs**
  The Consultant 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 Contract. The Consultant certifies that funds received under this Contract will be expended to achieve the purposes of this Contract and
to meet costs defined as allowable by the federal funding agency or the following federal guidelines.

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

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

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

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

- **Cost or Pricing Data Certification**
  By signing this Contract, any amendment thereto, or other official form, the Consultant certifies, to the best of the Consultant’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 Consultant 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 Contract 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 Consultant may charge to the grant only allowable costs resulting from obligations incurred during the funding period. Therefore, the Consultant 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.

32. **Contract Changes**

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

- **Subconsultants**
  The Consultant shall not enter into any sub-Contract under this Contract without the advance written approval of the City. The sub-Contract shall incorporate by reference the terms and conditions of this Contract. Upon request, the Consultant shall provide copies of sub-Contract 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 Contract must first be approved in writing by the City and the Consultant before such addition, deletion or alteration shall be performed. Changes to the Services may be made and the compensation to be paid to the Consultant may be adjusted by mutual Contract, 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 Consultant will be allowed except as provided herein, nor shall the Consultant do any work or furnish any materials not covered by this Contract unless first authorized in writing. Any work or materials furnished by the Consultant without prior written authorization shall be at the Consultant’s risk, cost and expense, and the Consultant agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

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

- Change of address, telephone number, email, fax number;
- Change of Consultant'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 Contract related personnel positions of the Consultant which do not affect staffing ratios or staff qualifications required under this Contract.
- Change in the name of the Consultant where the ownership remains the same.
- In Cost Reimbursement or Unit Fee Contracts, whenever there is less than a 10% increase or decrease in any budget category.

• Budget Modification
For any modifications to the approved Consultant’s Operating Budget when there is an increase or decrease in any budget category, the Consultant shall complete and submit a Budget Modification Request. Following review of the budget modification request, the City staff will notify the Consultant 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 Consultant in writing.

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

This Contract constitutes and embodies the full and complete understanding and Contract of the parties hereto and supersedes all prior understandings, Contracts, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Contract, and no party hereto shall be bound by or liable for any statement of intention not so set forth.

• Force Majeure
The Consultant 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 Consultant 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}).

33. Contract Termination

• Conflicts of Interest
The Consultant acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Contract upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City shall have the right to annul this Contract without liability, including any such commission, percentage, brokerage or contingent fee. The City reserves the right to disqualify the Consultant in the event that the City determines that the Consultant has an actual or apparent conflict of interest with the purposes of this Contract 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 Consultant, or any agent or representative of the Consultant, to any officer or employee of the City for the purpose of securing this Contract, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract, the City may, by one (1) calendar day written notice to the Consultant, terminate the right of the Consultant to proceed under this Contract, 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 Consultant as could be pursued in the event of default by the Consultant.

This Contract is subject to termination pursuant to Arizona Revised Statutes §38-511.

- **City's Right to Terminate**
  The City reserves the right to terminate this Contract without cause, or to abandon the Services, or any part of the Services not then completed, by notifying the Consultant in writing.

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

- **Notification to Subconsultant of Termination**
  In the event this Contract is terminated, with or without cause, or expires, the Consultant, upon receipt of the written notice, shall notify all subconsultants in writing of the effective date of the termination, and minimize all further costs to the City.

- **Termination by Consultant**
  The Consultant may terminate this Contract, 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 Consultant has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Contract. Any use by the City of preliminary reports, raw data or other incomplete material returned by the Consultant shall be at the City's sole risk for such use.

- **Temporary Suspension**
  The City may, by written notice, direct the Consultant 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 Consultant in performance, and not due to fault or negligence of the Consultant, 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 Contract. Any claim by the Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after the Consultant has been notified to suspend performance.

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

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

- **Predecessor and Successor Contracts**
  The execution or termination of this Contract shall not be considered a waiver by the City of any and all rights
it may have for damages suffered through a breach of this or a prior Contract with the Consultant.

34. Contractual Remedies

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

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

- **Governing Law; Forum; Venue**
  This Contract is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Contract that cannot be administratively resolved, or otherwise related to or arising from this Contract, 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 Contract Remedy**
  Failure or delay by a party to exercise any right, power, or privilege shall not be deemed a waiver thereof. Failure to exercise any right, power, or privilege under this Contract shall not operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any other or further exercise of that or any other right, power, or privilege.

- **Grievances by Recipients of Services**
  The Consultant shall maintain a formal system acceptable to and approved by the City for reviewing and adjudicating grievances by recipients of Services or subconsultants arising from this Contract.

  The Consultant shall advise all applicants for and recipients of contracted Services of their right, at any time or for any reason, to present to the Consultant 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 Consultant 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 Consultant 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 Contract 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 Consultant waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Contract.

- **Third Party Beneficiary Clause**
  The parties expressly agree that this Contract is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract.
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 contract 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 contract. 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
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. Contract information.
   a) Solicitation # or Name: ____________________________________________________________

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e., parties to the contract).
   ________________________________________________________________________________

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

7. Disclosure of conflict of interest.
   Are you aware of any fact(s) with regard to this contract 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 Contracts.

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 contracts, 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 contract 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 Contract Evaluation

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

This no-contact provision shall conclude when the contract 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'

**PRICE PROPOSAL**

<table>
<thead>
<tr>
<th>SERVICE TIME</th>
<th>HOURLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Hours (Monday – Friday 7:30 a.m. - 5:00 p.m.)</td>
<td></td>
</tr>
<tr>
<td>After Business Hours</td>
<td></td>
</tr>
</tbody>
</table>
ATTACHMENT 'D'

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 race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap; (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 VII 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.

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 11900; (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.

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ATTACHMENT ‘E’

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.

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<td>Contact Person</td>
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<td>Brief Description of Services Provided</td>
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ATTACHMENT ‘F’

PROFESSIONAL LICENSE

(Attach a copy of your professional license as Attachment F)
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 (not included in maximum page limit)
☐ Résumés and response to proposal evaluation criteria (maximum page limit of 25)
☐ Original Offer Form signed by Authorized Signatory (Attachment A) (not included in maximum page limit)
☐ Solicitation Conflict and Transparency Disclosure Form signed by Authorized Signatory (Attachment B) (not included in maximum page limit)
☐ Price Proposal (Attachment C) (not included in maximum page limit)
☐ Federal Assurances signed by Authorized Signatory (Attachment D) (not included in maximum page limit)
☐ References (Attachment E) (not included in maximum page limit)
☐ Copy of Professional License (Attachment F) (not included in maximum page limit)
☐ Solicitation Addenda signed by Authorized Signatory (if applicable) (not included in maximum page limit)
☐ One (1) original hard copy and five (5) photocopies of proposal, are in a sealed package/envelope with your company name and address
☐ Proposals submitted in six (6) 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, Reception Area Submittal Box
Phoenix, Arizona 85003-1611
Request for Proposal RFP HSD-EDU-1617-MHC
Mental Health Consultation Services Head Start Birth to Five Program
Due Date: September 29, 2016 by 2:00 P.M. Arizona local time