



REQUEST FOR QUALIFICATION
RFQu-EED-27-0422
HEAD START BIRTH TO FIVE PROFESSIONAL
DEVELOPMENT TRAINING

CITY OF PHOENIX
HUMAN SERVICES
200 W. WASHINGTON STREET
PHOENIX, AZ
85003-1611

RELEASE DATE: August 21, 2026
DEADLINE FOR QUESTIONS: September 4, 2026
RESPONSE DEADLINE: September 18, 2026, 3:00 pm

City of Phoenix
REQUEST FOR QUALIFICATION
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Head Start Birth to Five Professional Development Training

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Attachments:

A - Certification of Offeror to Accept City of Phoenix Letter of Agreement

1. Introduction

1.1. Contact Information

Pamela Smith

Human Services

Email: pam.smith@phoenix.gov

Phone: (602) 534-7637

1.2. Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. The City does not always hold a Pre-Offer Conference or Site Visit. All times in the Schedule of Events are Local Phoenix, AZ Time.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Pamela Smith) at (602) 534-7637/Voice or 711/TTY, or pam.smith@phoenix.gov, no later than five (5) business days prior to the meeting.

Solicitation Issue Date:	August 21, 2026
Written Inquiries Due Date:	September 4, 2026, 3:00pm
Offer Due Date:	September 18, 2026, 3:00pm

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for as needed professional development training services for the City of Phoenix Head Start Birth to Five Program. **IF YOU ARE ALREADY ON THE QUALIFIED VENDORS LIST UNDER RFQu-22-EDU-72, YOU DO NOT NEED TO REAPPLY.**

The Effective Date of this Agreement will be upon final signature and recording by the City Clerk's department.

The Commencement Date of this Agreement will be upon or after the Phoenix City Council approved ordinance or the Effective Date, whichever is later.

The term of this Agreement will be from December 2, 2026 through April 5, 2028 with no options to extend.

This solicitation is available through the City's Procurement Portal. For technical support issues related to the City's Procurement Portal, Offeror may use the support bubble on the bottom right, or email procurement-support@opengov.com for any assistance. For other issues related to this solicitation please contact the procurement officer listed under Contact Information.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2.2. Preparation of Offer

All forms provided must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.

All time periods stated as a number of days will be calendar days.

It is the responsibility of all Offerors 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 an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors 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 Offeror's knowledge and observations with the solicitation and other related data.

- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

2.3. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.4. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from the City's Procurement Portal: <https://procurement.opengov.com/portal/phoenix/projects/286722>. Any interested Offerors without internet access may obtain this solicitation by emailing the Procurement Officer at pam.smith@phoenix.gov or picking up a copy during regular business hours at the City of Phoenix, Human Services Department, 200 W. Washington Street, 18th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the City's Procurement Portal, read the entire solicitation, and verify all required information is submitted with their Offer.

2.5. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the

requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

2.6. Inquiries

All questions that arise relating to this solicitation should be directed via City's Procurement Portal and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the City's Procurement Portal.

2.7. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda through the City's Procurement Portal.

Changes to terms and conditions of the Solicitation and resulting Agreement made pursuant to an addendum shall be memorialized in the Solicitation and resulting Agreement document. To that end, a parenthetical will be added to applicable provision(s) referencing the addendum that imposed the change. The language in the final provision will reflect the updated version.

2.8. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

2.9. Certifications

By signature in the Offer section of the Offer and Acceptance page(s), Offeror certifies:

- The submission of the Offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

2.10. Submission of Offer

Offers must be in possession of the Human Services Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers should be submitted electronically via the City's Procurement Portal by clicking on "Draft Response" via <https://procurement.opengov.com/portal/phoenix/projects/286722>. Offerors must be registered with OpenGov by signing up via <https://procurement.opengov.com/signup>. Vendor training guides can be found at: <https://opengov.my.site.com/support/s/article/ca6d1285-1e48-4a21-bb0d-715edb7794ed>

Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

It is the responsibility of the Offeror to ensure that the Offer is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the upload as received/stamped by the City's Procurement Portal will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

For assistance with submittals, vendors are welcome to use the OpenGov support chat (blue chat bubble in the bottom right corner) to connect with a member of OpenGov's support team who will be able to assist you with your submission.

Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is supplied utilizing these services.

2.11. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by clicking "Unsubmit Response" on the Offer submission via the City's Procurement Portal.

2.12. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's Procurement Portal.

The City will post a preliminary offer tabulation on the City's Procurement Portal: <https://procurement.opengov.com/portal/phoenix/projects/286722> within five business days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the City's Procurement Portal. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's Procurement Portal effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.13. Special Requirements

2.14. Pre-Award Qualifications

Offeror must have been in operation a minimum of five years. Three years of the Offeror's normal business activity will have been providing the goods or services in this solicitation. Two years of the Offeror's experience will have been providing services to government agencies. This information must be provided in Vendor Questionnaire section, under Years in Business and References form of this solicitation.

Upon notification of a recommended award, the Offeror will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

Offeror will sign and submit the Certification of Offeror to Execute City of Phoenix Letter of Agreement form.

2.15. Qualification Criteria

Tab 1 – Cover Letter

Provide a narrative response which introduces your company and highlights its special strengths to perform the services requested in this RFQu. Include the following:

- Full company name, address, phone number, and the name and email address of the contact person for the Offer.
- A brief description of the company and size of the organization.
- How long your organization has been in business.
- Similar professional development training delivered by your company to other customers.

Tab 2 – Experience and Qualifications

Provide a narrative response describing the qualifications to perform the services, including past experience. Provide a copy of professional license(s), certificate, credential, degree or publication verification. Provide documentation of one professional development event or five hours of technical assistance each year for the past three years.

Tab 3 – Personnel and Staffing

Provide names and resumes of proposed staff and include the training topic(s) they will teach.

Tab 4 - Session Description

Provide a description of the training sessions/topics and include Measurable Outcomes, Process Improvements, Unique Information, Tools/Takeaways, and Attendee Involvement.

2.16. Evaluation and Selection

RFQu responses should be concise, well-organized per the requested information, clearly written and limited to no more than 25 pages including resumes. The review process places considerable emphasis on the responsiveness of the RFQu response to the requirements outlined above. RFQu responses that are not written specifically in response to this request will not receive serious consideration.

All RFQu responses will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.

The firms under consideration for this RFQu, will be evaluated in accordance with the solicitation by the Procurement Officer. The City reserves the right to request supplemental information that the Procurement Officer deems necessary to make a selection.

2.17. Agreement

The City shall draft all letters of agreements and documents that result from this RFQu.

The language contained in this RFQu and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQu does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

2.18. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have 14 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

2.19. Award of Contract

Unless otherwise indicated, award(s) will be made to responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

A. Factors that may be considered by the City include:

1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
3. Safety record; and,
4. Offeror history of complaints and termination for convenience or cause.

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

- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Human Services Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

2.20. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors 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, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors 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, and are posted as open meetings with the City Clerk at least 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 Offerors, 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 Offerors.

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

"To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will 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.

2.21. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's Procurement Portal to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

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

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

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

2.22. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information

“confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.23. Late Offers

Late Offers must be rejected. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

2.24. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City 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. The City reserves the right to replace the disqualified Offeror.

2.25. Contract Award

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to award multiple contracts.

2.26. Determining Responsiveness and Responsibility

Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.

Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be

a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

2.27. Detailed Evaluation of Offers and Determination of Competitive Range

Evaluations will be performed by the Procurement Officer based on the following pass/fail criterion:

- Tab 1 – Cover Letter
- Tab 2 – Experience and Qualifications
- Tab 3 – Personnel and Staffing
- Tab 4 – Session Description
- Tab 5 – Other Required Submittals
- Tab 6 – Signed Addenda

3. Scope of Work

3.1. Head Start Birth to Five Professional Development Training

1. BACKGROUND

Head Start programs prepare America's most vulnerable young children to succeed in school and in life beyond school. To achieve this, Head Start programs deliver services to children and families in core areas of early learning, health, and family well-being while engaging parents as partners every step of the way.

Head Start encompasses Head Start preschool programs, which primarily serve children 3 to 4 years old, and Early Head Start programs for infants, toddlers, and pregnant women. Head Start services are delivered throughout the City of Phoenix which tailor the federal program to the local needs of families in our service area. The City of Phoenix Head Start Birth to Five Program services 2,209 children in total in three service areas. The program has an emphasis on promoting school readiness through early learning opportunities; family engagement and support; and health services. All services promote strong child outcomes in the areas of social and emotional development, language, cognitive, early reading, science, math and physical development. The Head Start Birth to Five Program has an ongoing need to provide information and professional development opportunities for parents, staff and community partners through professional speakers and trainers. Training events will be provided virtually or in-person.

2. OBJECTIVE

Excellence in Early Childhood Education (ECE) programs is built on a workforce that promotes continuous program improvement. Professional development is a cornerstone of this process. The City of Phoenix Head Start Birth to Five Program seeks speakers and trainers to share leading-edge ideas, inspire enlightening discussions and engage our parents and staff through adult learning styles including multiple modalities and varying learning formats. The Qualified Vendor List is meant to identify highly qualified professionals with content areas of expertise to provide information or skill development that may lead to behavioral changes in the families, community partners, and/or staff members.

3. DEFINITIONS

Professional Development: includes multiple formats for gaining new knowledge, skills, and abilities, along with experience and competencies that relate to one's profession, job responsibilities, or work environment.

Informational Sessions: describes a session of two hours or less that is meant to transfer information and not expected to lead to significant behavioral changes.

Staff: includes administrators, supervisors, caseworkers, teachers, teacher assistants, program assistants (teacher coaches/monitors) and administrative support staff.

4. LOCATION OF WORK

For in-person events, professional development will take place in Phoenix, Arizona. The locations will vary. Some locations will be a City of Phoenix facility, contractor worksite, or conference event facility.

5. HOURS OF SERVICE AND LENGTH OF PRESENTATIONS

The hours of service will vary. While many professional development opportunities will happen between 8 a.m. to 5 p.m. Monday through Friday, the Head Start Program may also offer professional development opportunities after work hours to accommodate working families. In such cases, professional development may take place between 5 p.m. to 9 p.m. and on Saturday between 8 a.m. to 5 p.m. Presentation and engagement hours will vary based on need and appropriateness due to depth of the content. Contractors will be selected to present and/or facilitate learning for varying timeframes. For example, a two-hour session or multiple two-hour sessions equaling six hours per day could be requested. All opportunities must include time for a question-and-answer period (about 10-15 minutes). Professional development opportunities that extend beyond shorter informational sessions are expected to include varying learning strategies and adhere to adult learning styles meant to engage learners in deeper learning that potentially will lead to behavioral change. Professional development may be delivered in different formats depending on topic (i.e. key-note sessions, workshops, seminars, informational presentations and Q & A sessions). The number of participants in the professional development opportunities will vary based on the event but range typically from 10 to 1000 people. The latter would only be in cases when the presenter will be the keynote speaker.

6. SUPPLIES AND EQUIPMENT

If the professional development opportunity requires handouts or PowerPoint presentations, the presenter can email the City two weeks prior to the event to request copies for the audience. Prior to the event, the City will provide a checklist asking the presenter what equipment will be needed. Upon request, the City will be able to provide basic technology such as computer access; projection camera; chart paper, basic office supplies and in some cases access to the internet.

7. PROFESSIONAL DEVELOPMENT CONTENT AREAS AND DESCRIPTIONS – Content areas of expertise for family training may include the following:

- Financial Literacy
- Brain Development
- Child Development
- Child Safety at Home
- Early Childhood Development/Developmentally Appropriate Practices
- Elements of School Readiness
- Emotional/Mental Wellness
- Family Engagement/Fatherhood Engagement
- Healthy Habits (Proper Nutrition and Physical Health)
- Healthy Parent and Child Relationships
- Leadership and Child/Family Advocacy

- Mental Health
- Oral Health
- Positive Discipline
- Resiliency
- Self-Esteem
- Social and Emotional Development
- Supporting Children's Learning at Home
- Trauma Informed Care
- Understanding Child Assessment
- Child Abuse and Neglect
- Inclusion
- Mindfulness

Content areas of expertise for staff training may include the following:

- Budgeting/Fiscal Management
- Adult Learning Styles
- Child Brain Research
- Child Safety at Home and in the Classroom
- Community Partnerships
- Creating Effective Professional Development
- Early Childhood Development
- Emotional Intelligence
- Family Development Credential
- Family Engagement/Fatherhood Engagement
- First Aid/CPR
- Implementation Science
- Leadership Development
- Mindfulness
- Reflective Supervision/Practices

- Results-Based Leadership
- Staff Wellness
- School Readiness
- Social and Emotional Development
- Health and Safety Practices, including home visitation
- Challenging Behaviors
- Using and Analyzing Data
- Curriculum Implementation
- Coaching Practices
- Teacher and Child Interactions
- Intentional Teaching
- Child Abuse and Neglect
- Inclusion
- Emergency Preparedness
- Cultural Responsiveness
- Team Building
- Continuous Quality Improvement
- Dual Language Learner
- Professionalism
- Health/Oral Health

Participants attending the professional development should benefit by:

- Applying the Knowledge and Information Gained from the Professional Development to their Work
- Identifying Improvements in Practice that Lead to Outcomes
- Extending the Thinking Related to the Discourse
- Discovering Innovative Concepts for Implementation
- Identifying Collaborative Opportunities with Other Groups and Professions
- Networking, Learning and Sharing from Peers and Colleagues
- Gaining Insight from Qualitative and Quantitative Research

- Linking their Work to Measurable Positive Outcomes

8. CONTRACTOR REQUIREMENTS AND QUALIFICATIONS – The Contractor shall meet the following requirements for presenters in accordance with Arizona Early Childhood Workforce Registry:

- Hold a professional license, certificate, credential, degree in their area of expertise, or authored a publication.
- Minimum of five years of experience in the specialty area; and
- Provide a minimum of 1 professional development event or 5 hours of technical assistance each year for 3 years.

9. CONTRACTOR RESPONSIBILITIES – The Contractor shall:

- Provide high quality educational presentations.
- Engage attendees through audience participation and discussion.
- Coordinate with the City regarding any special equipment needs.
- Provide a picture, topic summary, top three takeaways and biography for marketing purposes after award of contract.
- Assign one point of contact from your organization for all training events.
- Send invoice to Daniela Canisales, Administrative Assistant II, at daniela.canisales@phoenix.gov upon completion of services.

10. CITY OF PHOENIX RESPONSIBILITIES – The City shall:

- Assign a point of contact for trainings and conferences.
- Choose an appropriate Contractor based upon price and availability.
- Request quotes from one or more Contractors on the QVL for each individual event.
- Contractors will be notified a minimum of 30 calendar days prior to an event, but in rare instances, such as short notice events, Contractors may be contacted less than 30 calendar days prior to the event.
- Contractor reserves the right to decline a request for services.
- Execute a City of Phoenix Letter of Agreement for each individual event.

4. Evaluation Criteria and Required Submittals

In accordance with the Administrative Regulation 3.10, Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below.

The following evaluation criteria will be used to evaluate all Offers:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Tab 1 – Cover Letter Tab 1 – Cover Letter Provide a narrative response which introduces your company and highlights its special strengths to perform the services requested in this RFQu. Include the following: • Full company name, address, phone number, and the name and email address of the contact person for the Offer. • A brief description of the company and size of the organization. • How long your organization has been in business. • Similar professional development training delivered by your company to other customers.	Pass / Fail	1 (16.7% of Total)
2.	Tab 2 – Experience and Qualifications Provide a narrative response describing the qualifications to perform the services, including past experience. Provide a copy of professional license(s), certificate, credential, degree or publication verification. Provide documentation of one professional development event or five hours of technical assistance each year for the past three years.	Pass / Fail	1 (16.7% of Total)
3.	Tab 3 – Personnel and Staffing Provide names and resumes of proposed staff and include the training topic(s) they will teach.	Pass / Fail	1 (16.7% of Total)

4.	Tab 4 – Session Description Provide a description of the training sessions/topics and include Measurable Outcomes, Process Improvements, Unique Information, Tools/Takeaways, and Attendee Involvement.	Pass / Fail	1 (16.7% of Total)
5.	Tab 5 – Other Required Submittals In this Section, Offeror shall complete and submit the following documents: • Attachment 1 – Payment Terms and Options • Attachment 2 – Prompt Payment Discount • Attachment 3 – References • Attachment 4 – Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion • Attachment 5 – Heat Safety Compliance • Attachment 6 – Qualifications • Attachment 7 – Offer Form • Attachment 8 – Conflict of Interest and Transparency • Attachment 9 – Assurances • Attachment 10 – Certification of Offeror to Execute City of Phoenix Letter of Agreement • Attachment 11 – Confirmation of Duly Sign and Uploaded Forms	Pass / Fail	1 (16.7% of Total)
6.	Tab 6 – Signed Addenda In this Section, Offeror must acknowledge receipt of all solicitation addenda, if applicable, by signing and submitting the addenda with their Offer.	Pass / Fail	1 (16.7% of Total)

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

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

"Days" Means calendar days unless otherwise specified.

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

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

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

"Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

"Solicitation" Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers, or quotes from suppliers.

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

“Vendor or Seller” A seller of goods or services.

5.2. City’s Vendor Self-Registration and Notification

Vendors must be registered in the City’s Procurement Portal at <https://procurement.opengov.com/portal/phoenix> to respond to solicitations and access procurement information.

Vendors are required to register in the City’s procurePHX Self-Registration System (<https://eprourement.phoenix.gov/irj/portal>) prior to contract execution. Registration is not required at the time of offer submission. However, the City will not execute a contract with any awarded vendor until registration is complete.

5.3. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

5.4. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
 - 1. Federal terms and conditions, if any
 - 2. Special terms and conditions
 - 3. Standard terms and conditions
 - 4. Amendments
 - 5. Statement or scope of work
 - 6. Specifications
 - 7. Attachments
 - 8. Exhibits
 - 9. Instructions to Contractors
 - 10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture

agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. **Non-Waiver of Liability:** The City of Phoenix 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, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

5.5. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or

disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

- C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.
1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
 2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion,

- demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.

2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
 3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.
- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.
- J. **Electronic Signatures:** Electronic signatures are valid under Arizona law. Either or all parties may execute this Agreement by scanned or electronic signature, and any such scanned or electronic signature shall be deemed an original, valid, and binding signature if issued with proper signature authority.

5.6. Governing Law; Forum; Venue

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

5.7. Audit/Records

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

5.8. Independent Contractor Status; Employment Disclaimer

- A. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.
- B. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

5.9. Costs and Payments

- A. Under this Agreement, the total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Agreement shall not exceed the amount negotiated for services, including reasonable and necessary travel expenses (if such travel expenses are approved in advance by the City and included in the quote).

- B. City will pay Consultant upon completion of all services as specified in the Scope of Work and after receipt of an invoice by the City. The City agrees to pay Consultant within forty-five (45) days after receipt of the invoice.
- C. **Invoices.** Each invoice will clearly note any Purchase Order number and be accompanied with itemized receipts which include approved timesheets. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation supporting the charges reflected in the invoice will be provided with the invoice. Upon finding of an error and/or missing documentation, the City may return the invoice to the Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Oversight by the City in identifying an error does not result in waiver of any of the City's rights. All properly submitted invoices will be paid promptly after the City's receipt of the invoice.
- D. **Commencement of Work.** The Consultant is cautioned not to commence any billable work or provide any material or service until Consultant receives a fully executed letter of agreement or otherwise directed to do so, in writing by the City.
- E. **Late Submission of Claim by Contactor.** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- F. **No Advance Payments.** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- G. **Fund appropriation Contingency.** The Consultant recognizes that this Agreement shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Consultant and the City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- H. **IRS W9 Form.** In order to receive payment, the Consultant shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

5.10. Contract Changes

- A. **Contract Amendments:** Whenever an addition, deletion or alteration to the Services described in the SCOPE OF WORK section substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such

addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

- B. **Non-Assignability:** This Agreement is in the nature of a personal services contract and Consultant shall have no power to assign this Agreement, including any right, duty, or obligation of Consultant under this Agreement, without the prior written consent of the City. Consultant shall not subcontract with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals as selected through the Qualified Vendor solicitation process. Therefore, should such named individual(s) sever their relationship with Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.
- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

5.11. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force

majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.
- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

5.12. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within

five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

5.13. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or

employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. Conditions and Causes for Termination:

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
2. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:
 - Discontinue advancing the work in progress, or such part that is described in the notice.
 - Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
 - Appraise the work it has completed and submit its appraisal to the City for evaluation.
 - Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.
3. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
 - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
 - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.
- C. **Final Payment:** The City shall make final payment for all Services performed and accepted within sixty (60) days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement.
- D. **Temporary Suspension.** The City may, by written notice, direct 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 Consultant in performance, and such additional expense is not due to fault or negligence of 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 agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.
- E. **Contract Cancellation:** 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.

5.14. Notice

Any notice, consent or other communication ("Notice") required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) deposited with any commercial air courier or express delivery service; or (4) deposited in the United States mail, postage prepaid.

If to Contractor:

If to City:

5.15. Integration

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

5.16. Conflicts of Interest

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

5.17. Waiver of Claims for Anticipated Profits

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

5.18. State and Local Transaction Privilege Taxes

In accordance with state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable

to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

5.19. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for: taxes, penalties and interest, if applicable, contributions required under federal, and/or state and local laws and regulations, and any other costs including unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

5.20. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

5.21. No Israel Boycott

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

5.22. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or

any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

5.23. Advertising

Except as required by law, Consultant shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Consultant pursuant to this Agreement shall not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

5.24. Strict Performance

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

5.25. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

5.26. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, 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 will control.
- B. Moreover, nothing in this Agreement will 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).

5.27. No Third-Party Beneficiaries

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

5.28. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any Contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted in English and Spanish on a bulletin board in a break room where it is accessible to employees. If a Contractor does not have a break room, the heat safety plan must be physically placed in a conspicuous location in the workplace where notices to employees are customarily posted. The heat safety plan must also include a contact number of the contractor that all employees and contract workers can call if they need to inquire or report any heat safety issues and contain language that the contractor will not retaliate against any employee or contract worker who reports an alleged heat safety violation or who otherwise avails themselves of the protections provided in this article. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. Beginning on April 1, 2026, all Contractors shall regularly monitor vehicles to ensure all vehicles with enclosed cabs have properly functioning air conditioning per the manufacturer specifications. The heat safety and mitigation plan shall include how the Contractor will monitor vehicle air conditioning to comply with this subsection.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the Contractor to ensure compliance by its subcontractors.

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Agreement will commence on December 2, 2026 and will terminate on April 5, 2028 with no options to extend.

6.2. Method of Invoicing

Invoices must be emailed in .pdf format to daniela.canisles@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped, if applicable
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- Remit to address

If applicable, retail and cost after margin discount/change shall be conspicuously set forth on all invoices. Both the list price and resulting net price must be included.

6.3. Method of Payment

Consultant will be paid upon completion of services and within 45 days after receipt of an acceptable invoice by the City.

6.4. Contacts with Third Parties

- A. Consultant or its subconsultants will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Consultant or its subconsultants be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Consultant or its subconsultants will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Consultant and its subconsultants under this Section will survive the termination of this Agreement.
- B. Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a

violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

6.5. Fiscal Year Clause

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Consultant must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

6.6. Professional Competency

- A. **QUALIFICATIONS:** Consultant represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. 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.
- B. **LEVEL OF CARE AND SKILL:** Services provided by Consultant will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Consultant's work will in no way relieve Consultant of liability to the City for damages suffered or incurred arising from the failure of Consultant to adhere to the aforesaid standard of professional competence.

6.7. Specific Performance

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

6.8. Documentation

- A. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Consultant will relinquish to the possession and control of the City its entire file related to this Agreement and only

those portions of said file deemed by the City to be not privileged will be returned to Consultant pending the resolution of the existing or anticipated litigation.

- B. **FORMAT AND QUALITY:** All documents prepared by Consultant will be prepared in a format and at a quality approved by the City.
- C. **DOCUMENT REVIEW:** Consultant will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- D. **SUBMITTALS:** Consultant will provide timely and periodic submittals of all documents required of Consultant, including subcontracts, if any, as such become available to the City for review.

6.9. Public Records

- A. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in their proposal. Within ten days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- C. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

6.10. Confidentiality

- A. "Confidential Information" means all non-public, sensitive, or proprietary information disclosed or made available by City to Consultant or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic

access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, strategic plans, financial accounts, protected personal data, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

- B. Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.
- C. Upon the City's written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.
- D. If applicable, Consultant agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.
- E. A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of the Agreement without notice. The obligations of Consultant under this Section shall survive the termination of the Agreement.

6.11. Data Protection

- A. The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "City Data") that Consultant processes when providing products or services to the City. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at: <https://www.fpc.gov/resources/glossary/>.
- B. As between the parties, the City is the data controller and owner of City Data and Consultant is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on City Data, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.
- C. When Consultant processes City Data, Consultant shall, at no additional cost to the City:
 - 1. process City Data only within the United States, only for the intended purpose of providing the products or services to the City, and not for Consultant's own purposes, including product research, product development, marketing, or commercial data mining, even if the City Data has been aggregated, anonymized, or pseudonymized;
 - 2. not input City Data into an artificial intelligence tool or prompt, unless expressly permitted by the City;
 - 3. implement and maintain appropriate technical and organizational measures to protect City Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; NIST Privacy Framework; NIST AI Risk Management Framework; Arizona Revised Statutes (A.R.S.) § 18-552 (Notification of security system breaches); A.R.S. § 44-7601 (Discarding and disposing of records containing personal identifying information); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Consultant shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Consultant will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Consultant must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Consultant

- shall promptly provide a written description of the technical and organizational methods it employs for processing City Data.)
4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Consultant shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
 5. not subcontract the processing of City Data to any third party (including affiliates, group companies or sub-consultants) without providing notice to the City and allowing the City a reasonable opportunity to object;
 6. ensure that any permitted sub-processor appointed by Consultant abide by data protection obligations that are no less restrictive than the terms of this Section; and remain fully liable to the City for the processing of City Data conducted by a sub-processor appointed by Consultant;
 7. take reasonable steps to ensure the competence and reliability of Consultant's personnel or sub-processor who have access to the City Data, including verifications and background checks appropriate to the security level required for such data access;
 8. maintain written records of all information reasonably necessary to demonstrate Consultant's compliance with this Agreement and applicable laws;
 9. allow the City or its authorized agents to conduct annual audit inspection for compliance with this Section; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 Type 2 or ISO/IEC 27001) provided by Consultant no cost to the City in lieu of the audit inspection rights of this Section.
- D. If Consultant becomes aware of a security incident as defined by A.R.S. § 18-551 affecting City Data in the custody or control of Consultant or its sub-processor (each an "Incident"), Consultant shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 2. act immediately, at Consultant's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;

3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
 4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).
- E. In addition to, and not in lieu of, all other rights and remedies available to the City, Consultant will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Consultant's breach of this Section. A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of the Agreement without notice. The obligations of Consultant under this Section shall survive the termination of the Agreement.

7. Head Start Supplemental Terms and Conditions

7.1. Non-Assignability

This Agreement is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Agreement without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

7.2. Mandatory Disclosures

The Consultant must disclose, in a timely manner, in writing to City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Early Childhood Education Expansion award. If Consultant receives Federal funds in excess of \$10,000,000 for any period during the performance of this Agreement it is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). (See Appendix XII to 45 CFR Part 75). Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

7.3. Debarment and Suspension (Executive Orders 12549 and 12689)

In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," Consultant agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department, and agrees to comply with the requirements of 2 CFR Part 180 and 2 CFR Part 376.

7.4. Byrd Anti Lobbying Certification (31 U.S.C. 1351)

In all agreements in excess of \$100,000 the Consultant hereby certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- B. Each Consultant tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

- C. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7.5. Clean Air Act and Federal Water Pollution Control Act

Applicable to all contracts in excess of \$150,000. The Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the Department of Health and Human Services, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

7.6. Procurement of Recovered Materials

- A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which shall be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
- B. Paragraph 6.1 of this clause shall apply to items purchased under this Agreement where: (1) the Consultant purchases in excess of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, the Consultant: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that.

7.7. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

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

- B. The Consultant shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Consultant shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

7.8. Funding

The City utilizes the United States Department of Health and Human Services (DHHS) funding to support Early Childhood Education. The Consultant shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Contract period.

DHHS regulations can be found at: <https://www.acf.hhs.gov/ohs/about/head-start>.

7.9. Availability of Funds

Funding may not be available for performance under this Agreement beyond the City's current fiscal year. No legal liability on the part of the City for any payment may arise under this Agreement beyond the current fiscal year.

The City may reduce payments or terminate this Contract without further recourse, obligation, or penalty if insufficient funds are appropriated. The City shall have the sole and unfettered discretion in determining the availability of funds.

7.10. Political Activity

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

7.11. Competitive Bidding

If the purchase of supplies and equipment has been authorized in this Agreement, 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 violating 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.

7.12. 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 the City funds awarded under this Agreement.

7.13. Allowable Costs

The Consultant shall comply with the following Cost Principles as applicable to determine the allowability of incurred costs to reimburse costs under the Contract terms and conditions. The Consultant certifies that funds received under this Agreement will be expended to achieve the purposes of this Agreement and to meet costs defined as allowable by the federal funding agency or the following federal guidelines:

- 45 CFR Part 75, Subpart E – Cost Principles
- 2 CFR Part 200, Subpart E – Cost Principles

7.14. Substantial Interest Disclosure

- A. The Consultant shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization that 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 full written disclosure of the proposed payments, including amounts, to the City.
- B. Lease agreements, rental agreements, or purchase of real property covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- C. For the purpose of this Section, "relative" shall have the same meaning as in the City's Administrative Regulation 2.91 (2) Definition.

7.15. Cost or Pricing Data Certification

By signing this Agreement, any amendment thereto, or other official form, the Consultant certifies, to the best of the Consultant's knowledge and belief, that 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 adjustments 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.

7.16. Copeland Act (Anti-Kickback Law)

Whoever by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion, or repair of any public building, public work or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract or employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

8. Defense and Indemnification

8.1. Professional Services

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

9. Insurance Requirements

9.1. Consultant's Insurance

Consultants and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees or subconsultants and Consultant may purchase additional insurance as they determine necessary.

9.2. Scope and Limits of Insurance

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 liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

9.3. Commercial General Liability – Occurrence Form

General Aggregate \$4,000,000

Products – Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$2,000,000

Each Occurrence \$2,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Consultant related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

9.4. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability:

Each Accident \$1,000,000
Disease – Each Employee \$1,000,000
Disease – Policy Limit \$1,000,000

- Policy must contain a waiver of subrogation in favor of the City of Phoenix. “Transfer of rights of recovery against others to us” may be used in place of “waiver of subrogation”.
- This requirement does not apply when a consultant or subcontractor is exempt under A.R.S. §23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form. To forego application of this requirement, Contractor must submit to the City a valid copy of the form on behalf of themselves and/or applicable subcontractors.

9.5. Professional Liability (Errors and Omissions Liability)

Each Claim \$2,000,000
Annual Aggregate \$2,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- 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 reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

9.6. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed to hsdprocurement@phoenix.gov.

9.7. 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 B+: VII or a Standard & Poor’s rating (if rated) of not less than BBB. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

9.8. Verification of Coverage

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.

Consultants shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to review complete certified copies of all required insurance policies, including endorsements required by these specifications, at any time. In the event of a claim or coverage dispute, the City reserves the right to require complete certified copies of all required insurance policies, including endorsements required by these specifications.

Where the City is named as an additional insured, coverage must be as broad as CG 20 10 11 85 or a combination of CG 20 10 or CG 20 26 or CG 20 23 22, 10 01 Editions or equivalent.

All certificates required by this Contract must be sent directly to hsdprocurement@phoenix.gov. The City project description, ***Head Start Professional Development Training***, must be noted on the certificate of insurance.

DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.

9.9. Subconsultants

Consultant's certificates shall include all subconsultants as additional insureds under their policies **OR** Consultant shall be responsible for ensuring and verifying that all subconsultants have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Consultant that its subconsultants have insurance coverage. All subconsultants providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subconsultants with respect to this Contract.

9.10. Approval

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

10. Submittals

10.1. Submission of Offer

Please do not lock the files with password protection so that the City may digitally incorporate the successful offer into the awarded contract.

Please submit offers electronically through the City's Procurement Portal. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

10.2. Additional Quantities

11. Vendor Questionnaire

Instructions for Downloading Required Documents

Offerors must download all documents required to be completed and/or signed as part of the Vendor Questionnaire directly from the OpenGov Procurement Portal. Do not use the links in the downloaded solicitation document, as those links may not function properly.

1. PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:*

☐ Contractor offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.

☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.

*Response required

2. Prompt Payment Discount _____ % - 30 days or 0% – 45 days

If none is specified, the City will default to 0% - net 45 days.

3. References*

Please download, complete, and upload the document attached below.

- [References.pdf](#)

*Response required

4. Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion*

Please download, complete, sign, and upload the document attached below.

Failure to submit a signed Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion will deem your offer non-responsive and result in disqualification from further consideration.

- [Certification Regarding Deb...](#)

*Response required

5. Heat Safety Compliance*

Please download, complete, sign, and upload the document attached below.

Failure to submit a **signed Heat Safety Compliance** will deem your offer **non-responsive** and result in disqualification from further consideration.

- [Heat Safety Compliance.pdf](#)

*Response required

6. Responses to Evaluation Criteria*

Please upload your responses to the Evaluation Criteria.

Failure to submit responses to the Evaluation Criteria will deem your offer non-responsive and result in disqualification from further consideration.

*Response required

7. Offer *

Please download, complete, sign and upload the document attached below.

Failure to submit a **signed Offer Page** will deem your offer **non-responsive** and result in disqualification from further consideration.

- [Submittals - Offer Page.pdf](#)

*Response required

8. Conflict of Interest and Transparency*

Please download, complete, sign, and upload the document attached below.

Failure to submit a **signed Conflict of Interest and Transparency** form will deem your offer **non-responsive** and result in disqualification from further consideration.

- [Conflict of Interest and Tr...](#)

*Response required

9. Assurances*

Please download, complete, sign and upload the document attached below.

Failure to submit the Assurances form will deem your offer non-responsive and result in disqualification from further consideration.

- [Assurances.docx](#)

*Response required

10. Certification of Offeror to Execute City of Phoenix Letter of Agreement*

Please download, complete, sign and upload the document attached below.

Failure to submit the Certification of Offeror to Execute City of Phoenix Letter of Agreement form will deem your offer non-responsive and result in disqualification from further consideration.

- [Certification of Offeror to...](#)

*Response required

11. Please confirm that all required documents have been duly signed and uploaded, including but not limited to: the Offer Page, Conflict of Interest and Transparency, and any other mandatory forms requiring signature.*

Failure to submit all required signed documents may deem our offer **non-responsive** and result in disqualification from further consideration.

☐ Please confirm

*Response required