



**CITY OF PHOENIX
HUMAN SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)
RFQu-22-EDU/BWDD-70**

FINANCIAL LITERACY TRAINING AND COACHING

**DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)**

Friday, December 2, 2022 by 3:00PM Phoenix local time
email to hsdprocurement@phoenix.gov

CONTACT PERSON

Pamela M. Smith, Procurement Officer
hsdprocurement@phoenix.gov

ISSUE DATE

October 28, 2022



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Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist offerors, but offerors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

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

- Followed submittal format as stated in Section VI – Submittals.
- A narrative response was provided for Tabs 1-4, in Section VI – Submittals.
- Attachments A – I have been completed, and/or signed and included with your Offer.
- Reviewed and verified prices offered.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included signed Solicitation Addenda with Offer, if applicable.

Email your response timely – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



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1. DESCRIPTION – STATEMENT OF NEED

- 1.1. The City of Phoenix is seeking offers from qualified consultants to provide financial literacy training and coaching to participants enrolled in programs administered by the Human Services Department Education and Business and Workforce Development Divisions. The Agreement will commence on or about February 1, 2023 for a five-year period. Through this solicitation, the City will create a Qualified Vendor List (QVL) of qualified Offerors in accordance with the specifications and provisions contained in this solicitation.
- 1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.3. 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. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION

Offerors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

3. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFQu	Friday, October 28, 2022
Submittal of Written Questions by 3:00 p.m.	Friday, November 11, 2022 Inquiries shall be submitted electronically via email to hsdprocurement@phoenix.gov .
Responses to Written Questions	Friday, November 18, 2022
Submittal Due Date by 3:00 p.m.	Friday, December 2, 2022 Bids shall be submitted electronically via email to hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email when submitting your Bid.
Award	February 1, 2023



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The City reserves the right to change dates and/or locations as necessary, and the City of Phoenix does not always hold a Pre-Offer Conference or Site visit.

4. PREPARATION OF OFFER

- 4.1. All forms provided in Submittal Section must be completed and submitted with the Offer.
- 4.2. 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 errors or omissions.
- 4.3. All time periods stated as a number of days will be calendar days.
- 4.4. It is the responsibility of all Offerors to examine the entire document 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:
 - 4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 4.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 4.4.4. 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 with less than any minimum specifications or criteria specified are not responsive and should not be submitted.
 - 4.4.5. 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 quoted. 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



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of alternate products.

- 4.4.6.** 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.
- 4.4.7.** 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.

5. SUBMISSION OF OFFER

- 5.1.** Electronic Offers must be in possession of the 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 email arrival time.
- 5.2.** If you plan to respond to this solicitation, please submit your Offer electronically via email to hsdprocurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the Due Date and Time. Please enter the solicitation number on the subject line of the email when submitting your Offer. Indicate in the body of the email that you are submitting a response to the solicitation.
- 5.3.** Offers must be submitted electronically via email. The following information should be noted on the subject line:
 - RFQu-22-EDU/BWDD-70
 - Financial Literacy Training and Coaching
- 5.4.** Indicate in the body of the email that you are submitting in response to the identified solicitation. Once submitted, the submission will be deemed a complete submission.

All Offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section. The City will respond to confirm its receipt of submission.



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6. EXCEPTIONS

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Offerors must conform to all of the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

7. INQUIRIES

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer 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 the closing date and time for the submission of Offers. **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 Procurement Website.

8. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to City Council award, read the entire solicitation, and verify all required information is submitted with its Offer.

9. ADDENDA

The City will not be responsible for any oral instructions made by any employees or officers of the City regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addendum by signing and returning the document with the Offer submittal or the Offer may be considered non-responsive.

10. BUSINESS IN ARIZONA

The City will not enter into agreements with foreign corporations not granted authority to transact business, or not in good standing in the state of Arizona, with the Arizona Corporation Commission.

11. LICENSES

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



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12. CERTIFICATION

By signature in the Offer and Acceptance page, 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.

13. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative.

14. OFFER RESULTS

Offers will be opened on the Offer due date and time 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 website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar 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 website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website 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.

15. PRE-AWARD QUALIFICATIONS

15.1. Professional Financial Coach Certification.

15.2. Minimum 3 years' experience teaching financial literacy classes in-person and virtually.



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15.3. Minimum 2 years' experience working with diverse populations.

15.2. Statement that your firm will be able to provide certificates of insurance for required liability coverages. **See Attachment I.**

16. AWARD OF AGREEMENT

Unless otherwise indicated, award(s) will be made to the most 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.

16.1. Technical capability of the Offeror to accomplish the scope of work required in the solicitation. This includes performance history on past and current government or industrial Agreements; and,

16.2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Agreement; and,

16.3. Offeror history of performance and termination for convenience or cause, litigation or lawsuits.

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.

A response to a solicitation is an offer to Agreement with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become agreements until they are executed by the Human Services Department Director. An Agreement has its inception in the award, which may eliminate a formal signing of a separate Agreement.

17. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City 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 available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an Offer herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

18. SOLICITATION TRANSPARENCY POLICY

18.1. Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss



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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 Agreement(s) are awarded to all Offers or responses are rejected and the solicitation is cancelled without any notification by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

- 18.2. 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.
- 18.3. Offerors may discuss their Offer 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.
- 18.4. With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 18.5. This policy is intended to create a level playing field for all Offerors, assure that Agreements 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.
- 18.6. "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 Agreement(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 Agreement, as long as the City cancels with a statement that the City will rebid the solicitation.

19. PROTEST PROCESS

- 19.1. 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



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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.

- 19.2.** 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.
- 19.3.** 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.
- 19.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the Agreement and will be harmed by the recommended award. The City will post recommendations on the City's website to award the Agreement(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.
- 19.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 19.5.1.** Identification of the solicitation number;
 - 19.5.2.** The name, address and telephone number of the protester;
 - 19.5.3.** A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 19.5.4.** The form of relief requested; and
 - 19.5.5.** The signature of the protester or its authorized representative.
- 19.6.** 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 Agreement 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.
- 20.** 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



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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.

21. LATE OFFERS

Late Offers must be rejected, except for good cause. 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 late.

22. 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 Offeror 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.

23. AGREEMENT AWARD

The City reserves the right to award an Agreement by individual line items, by group, all or none, or any other combination most advantageous to the City. Placement on a list is not a guarantee of work.

24. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

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



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24.2. 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 (as the case may be) will render an Offer nonresponsive.

24.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

24.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the consultant, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible consultant. Responsibility includes the Offeror's integrity, skill, capacity, experience, financial ability, and facilities for conducting the work to be performed.

24.5. The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, agreement breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Agreement resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to Agreement award.

24.6. The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

25. OFFERS NOT WITHIN THE COMPETITIVE RANGE

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

26. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

26.1. The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the



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City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

- 26.2.** Demonstrations - Offerors in the competitive range may be invited to present a demonstration of their solution to the City. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on a script developed by the evaluation panel. The City may also require a demonstration designed specifically for the evaluation panel. The results of the presentations will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 26.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any agreement or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 26.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Agreement award.



SECTION II - STANDARD TERMS AND CONDITIONS

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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 Consultant fails to provide recommended information, the City may, at its sole option, ask the Consultant 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	"City of Phoenix staff person responsible for the Officer" solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Consultant, and responsible for monitoring and overseeing the Consultant's performance under this Agreement.
"City"	The City of Phoenix
"Contractor" or "Consultant"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded an Agreement by the City of Phoenix.
"Contract" or "Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Consultant.
"Days"	Means calendar days unless otherwise specified.
"Human Services Director"	The Contracting authority authorized to sign Agreements and amendments thereto on behalf of the City of Phoenix Human Services Department.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an



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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, or employer means the independent consultant and does not mean the person or organization that uses Agreement labor. (A.R.S. 23-211).

“Offer”	Means a response from a supplier, consultant or service provider to a solicitation request that, if awarded, binds the supplier, consultant or service provider to perform in accordance with the Agreement. 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 bids, 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, bids 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.

2. AGREEMENT INTERPRETATION

2.1. APPLICABLE LAW

This Agreement will be governed by the law of the State of Arizona, and suits pertaining to this Agreement will be brought only in Federal or State courts in Maricopa County, State of Arizona.



2.2 AGREEMENT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Agreement, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

- 2.2.1. Federal terms and conditions, if any
- 2.2.2. Special terms and conditions
- 2.2.3. Standard terms and conditions
- 2.2.4. Amendments
- 2.2.5. Scope of Work
- 2.2.6. Specifications
- 2.2.7. Attachments
- 2.2.8. Exhibits
- 2.2.9. Instructions to Consultants
- 2.2.10. Other documents referenced or included in the Solicitation

2.3. 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 Consultant in the performance of Consultant’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 Consultant 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.

2.4. SEVERABILITY

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

2.5. 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 Consultant agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or



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waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. 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 Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement will not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. AGREEMENT ADMINISTRATION AND OPERATION

3.1. RECORDS

All books, accounts, reports, files and other records relating to the Agreement will be subject at all reasonable times to inspection and audit by the City for five years after completion of the Agreement. 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 vendor has in place.

3.2. DISCRIMINATION PROHIBITED

Consultant agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any consultant, in performing under this Agreement, 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 subagreements with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Consultant further agrees that this clause will be incorporated in



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all subagreements, job-contractor agreements or subleases of this Agreement entered into by supplier/lessee.

3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

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

For a Consultant with 35 employees or fewer: Consultant 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 Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Consultant further agrees that this clause will be incorporated in all subagreements 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. Consultant further agrees that this clause will be incorporated in all subagreements, Consultant agreements or subleases of this Agreement entered into by supplier/lessee.

For a Consultant with more than 35 employees: Consultant 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 Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, 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 Consultant further agrees that this clause will be incorporated in all subagreements with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Consultant further agrees that this clause will



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be incorporated in all subagreements, job-consultant agreements or subleases of this Agreement entered into by supplier/lessee. The Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3.3.1 Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.3.2 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.

3.4. LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a Agreement to any Consultant who fails, or whose subconsultants fail, to comply with A.R.S. § 23-214(A). Therefore, Consultant agrees that:

3.4.1. Consultant and each subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

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

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Consultant or subconsultant employee who works on the Agreement to

ensure that the Consultant or subconsultant is complying with the warranty under paragraph 1.

3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Consultant'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.



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At the request of City representatives, the Consultant will provide the City:

- 3.5.1.** Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Consultant in this Agreement
- 3.5.2.** A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subconsultants including dates, reasons, dispositions, and resolutions.

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 Consultant or subconsultant. The City will also have the right to inspect operations conducted by the Consultant or subconsultant in the performance of this Agreement. The City further reserves the right to make unannounced inspections of the Consultant's facilities (during normal business hours).

3.6. COMPLIANCE WITH LAWS

Consultant agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Agreement regardless of whether they are being referred to by the City. Consultant agrees to permit City inspection of Consultant's business records, including personnel records to verify any such compliance. Because the consultant will be acting as an independent consultant, the City assumes no responsibility for the Consultant's acts.

3.7. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and - 502, the City of Phoenix is prohibited from awarding a Agreement 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 Agreement 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

3.8. CONTINUATION DURING DISPUTES

Consultant agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Consultant will continue to perform the obligations required of Consultant during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.



3.9. 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 Consultant.

4. COSTS AND PAYMENTS

4.1. GENERAL

Any prompt payment terms offered must be clearly noted by the Consultant on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

4.2. PAYMENT DEDUCTION OFFSET PROVISION

Consultant acknowledges that the City Charter requires that no payment be made to any Consultant as long as there is an outstanding obligation due to the City. Consultant agrees that any obligation it owes to the City will be offset against any payment due to the Consultant from the City.

4.3. LATE SUBMISSION OF CLAIM BY CONSULTANT

The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

4.4. DISCOUNTS

Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.5. NO ADVANCE PAYMENTS

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.

4.6. FUND APPROPRIATION CONTINGENCY

The Vendor recognizes that any Agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such Agreement item as an expenditure therein. The City does not represent that said budget item will be



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actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

4.7. MAXIMUM PRICES

The City will not be invoiced at prices higher than those stated in any Agreement resulting from this Offer. Consultant certifies, by signing this Offer that the prices offered are no higher than the lowest price the Consultant charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Consultant further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Consultant will promptly notify the City of such price reductions.

4.8. F.O.B. POINT

All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

5. AGREEMENT CHANGES

5.1. AGREEMENT AMENDMENTS

Agreements will be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the Consultant. No verbal agreements or conversation with any officer, agent, or employee of the City either before or after execution of the Agreement, will affect or modify any of the terms or obligations contained or to be contained in the Agreement. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Consultant. All Agreements shall be in writing and Agreement changes shall be by written amendment signed by both parties.

5.2. ASSIGNMENT – DELEGATION

No right or interest in this Agreement nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Consultant will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

5.3. NON-EXCLUSIVE AGREEMENT

Any Agreement resulting from this solicitation will be awarded with the agreement and understanding 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.



6. RISK OF LOSS AND LIABILITY

6.1. 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.

6.2. 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 Agreement will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. Noncompliance will conform to the cancellation clause set forth in this document.

6.3. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement 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 subconsultant 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 Agreement 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 Agreement.

6.4. 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 Agreements operation has commenced until the final acceptance of the work by the project manager.

6.5. AGREEMENT PERFORMANCE

Consultant 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



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quality and acceptability of any work performed under the Agreement. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Consultant. The Consultant 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 Consultant. Repeated incidences of unsatisfactory performance may result in cancellation of the Agreement for default.

6.6. DAMAGE TO CITY PROPERTY

Consultant will perform all work so that no damage to the building or grounds results. Consultant will repair any damage caused to the satisfaction of the City at no cost to the City.

Consultant will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Consultant will repair and finish to match existing material as approved by the City at Consultant's expense.

7. CITY'S CONTRACTUAL RIGHTS

7.1. Whenever one party to this Agreement 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 Agreement.

7.2. NON-EXCLUSIVE REMEDIES

The rights and remedies of the City under this Agreement are non-exclusive.

7.3. 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.

7.4. 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 Consultant.



7.5. DEFAULT

In case of default by the Consultant, the City may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

7.6. COVENANT AGAINST CONTINGENT FEES

Seller warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement 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 Agreement without liability or in its discretion to deduct from the Agreement price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

7.7. COST JUSTIFICATION

In the event only one response is received, the City may require that the Consultant 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.

7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created or purchased under this Agreement belongs to the City and must be delivered to the City at City's request upon termination of this Agreement. Consultant agrees to assign to City all rights and interests Consultant may have in materials prepared under this Agreement 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.

8. AGREEMENT TERMINATION

8.1. GRATUITIES

The City may, by written notice to the Consultant, cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City making any determinations with respect to the performing of such Agreement. In the event this Agreement 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 Consultant the amount of the gratuity.



8.2. CONDITIONS AND CAUSES FOR TERMINATION

8.2.1 This Agreement 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 Consultant. The City at its convenience, by written notice, may terminate this Agreement, in whole or in part. If this Agreement is terminated, the City will be liable only for payment under the payment provisions of this Agreement 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.

8.2.2 The City reserves the right to cancel the whole or any part of this Agreement due to failure of Consultant to carry out any term, promise, or condition of the Agreement. The City will issue a written notice of default to Consultant for acting or failing to act as in any of the following:

- In the opinion of the City, Consultant provides personnel who do not meet the requirements of the Agreement;
- In the opinion of the City, Consultant fails to perform adequately the stipulations, conditions or services/specifications required in this Agreement;
- In the opinion of the City, Consultant attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Consultant fails to furnish the required service and/or product within the time stipulated in the Agreement;
- In the opinion of the City, Consultant fails to make progress in the performance of the requirements of the Agreement and/or give the City a positive indication that Consultant will not or cannot perform to the requirements of the Agreement.

8.3. AGREEMENT CANCELLATION

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

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax



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burden and legal liability to remit taxes are on the vendor that is conducting business in Arizona and the City of Phoenix. Any failure by the Consultant to collect applicable taxes from the City will not relieve the Consultant 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 speculation or application of 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.aspx>. 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 Consultant will be liable to the City for that amount, and by contracting with the City, the Consultant agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

10. TAX INDEMNIFICATION

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

11. TAX RESPONSIBILITY QUALIFICATION

Consultant 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). Consultant 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. Consultant agrees to provide written authorization to the City Finance Department and to the Arizona State 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 Consultant's qualifications for and compliance with Agreement for duration of the term of Agreement.

12. NO ISRAEL BOYCOTT

If this Agreement is valued at \$100,000 or more and requires Consultant (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 Consultant must certify and agree that it does not and will not boycott goods or



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services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Consultant by entering this Agreement now certifies that it is not currently engaged in and agrees for the duration of the Agreement to not engage in, a boycott of goods or services from Israel.



SECTION III – SPECIAL TERMS AND CONDITIONS

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1. PRICE

All prices offered shall be firm and fixed for the entire term of the Agreement.

2. METHOD OF ORDERING

Consultant shall deliver items and/or services only upon receipt of a written purchase order. All Consultant invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

3. INVOICING

Consultant shall submit a monthly itemized invoice to the City. Invoice shall include, but not be limited to:

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

For Head Start Program invoices, submit to Daniela Canisales, Administrative II at: daniela.canisales@phoenix.gov.

For Business and Workforce Development invoices, submit to Laura Whitehead, Workforce Development Supervisor at: hsd.invoices@phoenix.gov.

4. METHOD OF PAYMENT

The City agrees to pay Consultant upon completion of services and within (45) days after receipt of the invoice.

5. FUNDING

Head Start Program

The City of Phoenix utilizes the United States Department of Health and Human Services (DHHS) funding to support the Head Start Birth to Five Program. The Consultant shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Agreement period.

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



Business and Workforce Development

The City of Phoenix utilizes the Workforce Innovation and Opportunity Act (WIOA) funding to support the Youth, Adult and Dislocated Worker Programs. The Consultant shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Agreement period.

WIOA regulations can be found at: <https://www.dol.gov/agencies/eta/wioa/guidance>.

6. AVAILABILITY OF FUNDS

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

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

7. 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.

8. MANDATORY DISCLOSURES

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 Head Start 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).

9. 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.



10. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Applicable to all Agreements in excess of \$150,000. 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).

11. LOBBYING

The Consultant agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a requirement for contracting. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for 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 Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

12. POLITICAL ACTIVITY

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

13. 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 in violation of this provision shall be considered a financial audit exception. The Consultant shall expend City funds in a manner that would serve the public interest and honor the public trust.

14. ACCOUNTING

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. Consultant shall maintain separate accounts for City funds awarded under this Agreement.



15. ALLOWABLE COSTS

Consultant shall comply with the following Cost Principles as applicable to determine the allowability of incurred costs for the purpose of reimbursing costs under the Agreement terms and conditions. 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:

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

16. SUBSTANTIAL INTEREST DISCLOSURE

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

16.2. 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.

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

17. COST OR PRICING DATA CERTIFICATION

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



18. CONFIDENTIALITY

“Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Consultant or its affiliates, employees, consultants, 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, business operations, strategic plans, financial accounts, personally identifiable information, 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.

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.

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.

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 (Confidentiality). Consultant’s obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

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 this Agreement without notice. The obligations of Consultant under this Section shall survive the termination of this Agreement.



SECTION III – SPECIAL TERMS AND CONDITIONS

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The obligations of Consultant under this Section will survive the termination of this Agreement.

19. DATA PROTECTION

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Consultant processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at:

<https://www.fpc.gov/resources/glossary/>.

As between the parties, the City is the data controller and owner of PII 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 PII, 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.

19.1. When Consultant processes PII pursuant to the Agreement, Consultant shall, at no additional cost to the City:

- 19.1.1.** process PII only within the United States and only in accordance with the Agreement and not for Consultant's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
- 19.1.2.** implement and maintain appropriate technical and organizational measures to protect PII 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; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); 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,



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

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 PII.)

- 19.1.3.** not subcontract any processing of PII to any third party (including affiliates, group companies or subconsultants) without the prior written consent of the City; and Consultant shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Consultant;
- 19.1.4.** 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;
- 19.1.5.** take reasonable steps to ensure the competence and reliability of Consultant's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
- 19.1.6.** maintain written records of all information reasonably necessary to demonstrate Consultant's compliance with this Agreement and applicable laws;
- 19.1.7.** allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Consultant or Consultant's subconsultants use in connection with the Services; 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 or ISO/IEC 27001) provided by Consultant at no cost to the City in lieu of the audit inspection rights of this Section;



SECTION III – SPECIAL TERMS AND CONDITIONS

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- 19.2.** If Consultant becomes aware of any actual or potential data breach (each an “Incident”) arising from Consultant’s processing obligations pursuant to the Agreement, Consultant shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
- 19.2.1.** 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;
 - 19.2.2.** take action 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;
 - 19.2.3.** 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
 - 19.2.4.** 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).

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 (Data Protection). Consultant’s obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.



1. DEFENSE AND INDEMNIFICATION

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) 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 subconsultants (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses 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 Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee’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 waives all rights of subrogation against Indemnitee for losses arising from the 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.

2. CONSULTANT’S INSURANCE

Consultant 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 Agreement.

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 Agreement by the Consultant, its agents, representatives, employees or subconsultants and Consultant may purchase additional insurance as they determine necessary.

3. 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.



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

3.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include coverage for sexual abuse and molestation.
- 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 Agreement arising out of the activities performed by, or on behalf of the Consultant related to this Agreement.
- 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.

3.2. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a Consultant or subconsultant is exempt under A.R.S. §23-902(E), **AND** when such Consultant or subconsultant executes the appropriate sole proprietor waiver form.
- This requirement does not apply as long as consultant has no employee within the meaning of A.R.S. Title 23, Chapter 6. If, during the term, consultant hires an employee or an owner is found to have or obtains the



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

right to workers’ compensation coverage under Arizona law, consultant shall immediately notify the City and obtain a worker’s compensation insurance policy consistent with this section.

3.3. Professional Liability (Errors and Omissions Liability)

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

- 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 Agreement.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

4. NOTICE OF CANCELLATION

For each insurance policy required by the insurance provisions of this Agreement, 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.

5. ACCEPTABILITY OF INSURERS

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

6. VERIFICATION OF COVERAGE

Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of Agreement. All certificates required by this Agreement must be sent directly to hsdprocurement@phoenix.gov. The City project description **Financial Literacy**



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

Training and Coaching must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7. **SUBCONSULTANTS**

Consultant's certificates shall include all subconsultants as additional insureds under its 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 Agreement, 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 Agreement'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 subagreement. Consultant assumes liability for all subconsultants with respect to this Agreement.

8. **APPROVAL**

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



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

1. INTRODUCTION

The Human Services Department has a rich history of providing a comprehensive array of education and social service programs to help people meet emergency, and short and long-term needs to reach their highest level of self-sufficiency.

The goal behind teaching financial literacy is to help people develop a stronger understanding of basic financial concepts so they can make smarter financial decisions. The Consultant will provide financial literacy and coaching to participants enrolled in programs administered by the Education and Business and Workforce Development Divisions. This service will improve the financial well-being of participants by providing access to financial education and building financial empowerment through training and coaching.

2. EDUCATION DIVISION – HEAD START BIRTH TO FIVE PROGRAMS

The Education Division is responsible for the overall implementation and monitoring of the City of Phoenix Head Start Birth to Five Programs. Head Start promotes school readiness, comprehensive early childhood development and family support services at no cost to income eligible families with children ages birth to 5 and at-risk pregnant women. Head Start programs also engage parents or other key family members in positive relationships, with a focus on family well-being. Services are provided in a variety of settings including centers, family childcare, and a home-based option. There are 3,451 children and their families enrolled in our programs.

The Consultant will partner with families that need assistance in basic money management, personal finance, credit, savings, insurance, etc., and will create a financial plan that reflects their goals and helps build a foundation for economic mobility. We anticipate 345 families to be served yearly.

3. BUSINESS AND WORKFORCE DEVELOPMENT DIVISION – WIOA ADULT AND DISLOCATED WORKER WORKFORCE PROGRAM

Workforce Innovation Opportunity Act (WIOA) is the federal law that governs the ARIZONA@WORK system, and it is designed to integrate services to support businesses and job seekers through strategic cross-sector partnerships. It envisions connecting workforce, education, and economic development entities to ensure strategic leveraging of resources and optimum results. WIOA addresses the needs of customers by providing access to employment, education, training, and support services.

The purpose of the WIOA Youth Workforce Program is to support the delivery of innovative and comprehensive workforce services to out-of-school youth (OSY) ages 16 -24 and in-school youth (ISY) ages 14-21 residing within Phoenix city limits and experiencing significant barriers to education, training and employment. Proposers may propose services for OSY, ISY, or both.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

The purpose of the WIOA Adult and Dislocated Worker Workforce Program is to provide the delivery of no cost, innovative workforce solutions to those in the city of Phoenix area. WIOA is designed to assist unemployed and underemployed job seekers age 18 and over, experiencing significant employment barriers, to access employment, education, training, and support services to succeed in today's labor market.

The Consultant will contract with the Business and Workforce Development Division, selected by the Phoenix Business and Workforce Development Board (PBWDB) to provide financial literacy training and coaching to adults, dislocated workers, and youth service program enrollees. We anticipate 260 families to be served yearly.

4. QUALIFICATIONS OF CONSULTANT

Consultant will possess the following qualifications:

- Professional Financial Coach Certification.
- Minimum 3 years' experience teaching financial literacy classes in-person and virtually.
- Minimum 2 years' experience working with diverse populations.

5. CONSULTANT RESPONSIBILITIES

The Consultant shall:

5.1. Develop a series of financial educational classes covering a variety of financial topics, including, but not limited to the following:

- Basic Money Management
- Budgeting
- Setting Financial Goals
- Opening a Bank Account
- Emergency Savings
- Managing Credit and Credit Profile
- Loans and Debt Management
- Financial Psychology
- Account Management
- Protecting Family and Assets with Insurance
- Spending Wisely
- Paying for College
- Estate Planning
- Retiring Comfortably



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- Home Buying or Renting
 - Federal and State Taxes
 - Understanding How to use Credit Cards Wisely
 - Salary Negotiation
 - Paying for Employer Benefits
- 5.2. Provide qualified instructors to present the training in an interactive format.
- 5.3. Provide course materials in both hard copy and electronic versions that supports the instruction provided.
- 5.4. Provide options for financial coaching based on the specific needs of the participant. These options can include, but are not limited to:
- 5.4.1.. Provide group classes, in-person, and virtual training and/or coaching options.
 - 5.4.2. Provide continuous one-on-one coaching for up to one year for each Head Start family interested in participating.
- 5.5. Provide updates to assigned Head Start Caseworkers for documentation toward a Family Partnership Agreement goal.
- 5.6. Provide updates to assigned WIOA Caseworkers for the purpose of documenting progress.
- 5.7. Collaborate with the City of Phoenix Workforce Development Board for families seeking employment.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

1. COPIES

- 1.1. Please submit one (1) original of the Submittal Section (Tabs 1-5) and all other required documentation via email. **Offers not submitted as instructed will be deemed non-responsive.**
- 1.2. **Please submit only those documents outlined in the Submittal Section, do not submit a copy of the entire solicitation document.** 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).
- 1.3. **Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email.** Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server’s size limit, and your email cannot be sent.

2. HOW TO SUBMIT ELECTRONICALLY

- Step 1:** Put together your offer documents in PDF format. Submit each tabbed section in PDF file(s) as outlined in Section 3 below.
- Step 2:** Enter hsdprocurement@phoenix.gov in the “To” field.
- Step 3:** Enter the Solicitation Title and Number and your company name in the “Subject” field
- Step 4:** Include in the body of the email that you are submitting in response to the identified solicitation.
- Step 5:** Attach all applicable documents for your submission.
- Step 6:** Click “Send.” Once submitted, the submission will be deemed a complete submission.

3. OFFER SUBMITTAL FORMAT

The written Offer should be:

- Typewritten for ease of evaluation.
- Signed by an authorized representative of the Offeror.
- Submitted with contact information for the individual(s) authorized to negotiate with the City.
- Submitted with a table of contents with the following major sections:



SECTION VI – SUBMITTALS

CITY OF PHOENIX

Tab 1 General Information

Tab 2 Method of Approach and Training Implementation

Tab 3 Experience and Qualifications of Proposed Staff

Tab 4 Pricing

Tab 5 Other Required Submittals (Attachments A-I)

Tab 6 Signed Addenda, if applicable

4. CONTENT OF OFFER

The Offer should be clear, concise and demonstrate your ability to provide the services. The Offer must include the following and be submitted according to the sequence below

Tab 1 – General Information

In this Section, Consultant shall provide the following information:

- Organization name and address.
- Provide a brief general history of your organization.
- Name, email and telephone number of principal contact for information regarding the Offer.
- Certificate, copy of web-page, or other documentation from the Arizona Corporation Commission or Secretary of State in which your firm is incorporated that shows your firm's legal name as a company.
- Copy of System for Award Management (SAM.gov) registration web-page or Unique Entity Identifier (UEI).

Tab 2 – Method of Approach and Training Implementation

In this Section, Consultant shall provide a detailed narrative response regarding how your organization will meet the requirements of the scope of work related to the City of Phoenix focusing on the following areas:

1. Describe your philosophy behind what makes an effective financial literacy and wellness program.
2. What financial education topics are covered in your program? Please specify the format in which topics will be delivered (e.g. recorded video, article, webinar, live seminar, etc.)
3. Provide a description of the types of financial education that your organization offers which you believe to be relevant to the city's scope of work.
4. Describe the teaching techniques and methodologies used by your organization. In addition, please provide:



SECTION VI – SUBMITTALS

CITY OF PHOENIX

- Two sample instructional materials developed for a comparable client on different subject areas.
- Proposed syllabus for courses.

Tab 3 – Experience and Qualifications of Proposed Staff

In this Section, Consultant shall provide the following information about the experience and qualifications of the proposed staff assigned to this Agreement.

1. Provide a brief general history of your organization’s experience with providing financial planning education to employee groups. Provide any other information about your organization which may be helpful in understanding why your organization should be selected.
2. Identify the individuals who are going to provide the services. Include a copy of their resume (no more than 2 pages for each individual).
3. Provide 3 references including names, titles, addresses (mail and email), and telephone numbers who can attest to your organization’s capabilities. Also include the length of time your organization provided services to each reference. **See Attachment E.**

Tab 4 – Pricing

In this Section, Consultant will provide a breakdown of fees for proposed services for the following:

1. The rate per hour of the staff providing the services and estimated hours of services required.
2. Expenses that you anticipate incurring when performing the requested services.
3. Estimated total charges for the services and expenses that will be incurred during the term of this Agreement.

Tab 5 – Other Required Submittals

In this Section, Offeror shall complete and submit the following documents:

Attachment A – Offer Form

Attachment B – Cost and Payment Terms and Options



SECTION VI – SUBMITTALS

CITY OF PHOENIX

Attachment C – Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions

Attachment D – Solicitation Conflict and Transparency Form

Attachment E – References

Attachment F – Confidential Information

Attachment G – Assurances

Attachment H – Authority to Sign

Attachment I – Ability to Obtain Required Insurance Coverage

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.

5. OPTION FOR ADDITIONAL QUANTITIES

By signing and submitting this Offer, Offeror agrees that the City may, at any time purchase additional quantities up to and including 100 percent of the quantities specified at these solicitation prices and conforming to solicitation specifications.

Note: Offerors taking exception to this option for additional quantities clause shall indicate in their submittal.