



**CITY OF PHOENIX
HUMAN SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)
RFQu-24-HSD-79**

ARTS, EDUCATION AND RECREATION SUPPLIES & EQUIPMENT

**DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)**
Friday, March 15, 2024, by 3:00 PM (Local time)
email to hsdprocurement@phoenix.gov

PROCUREMENT OFFICER
Pamela M. Smith
hsdprocurement@phoenix.gov

Date posted on website (issue Date): February 2, 2024



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SOLICITATION RESPONSE CHECKLIST

CITY OF PHOENIX

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

SOLICITATION RESPONSE CHECKLIST

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

- Followed submittal format as stated in Section VI – Submittals.
- Provided a written response to Tabs 1-3 in Section VI – Submittals.
- Completed Tab 4, Cost in Section VI – Submittals.
- Submitted Attachments A - H under Tab 5 in Section VI – Submittals.
- Provided Unique Identity Identifier (UEI) from SAM.gov.
- Registered Section and in good standing with the Arizona Corporation Commission.
- Reviewed Section II – Standard Terms and Conditions.
- Reviewed Section III – Special Terms and Conditions.
- Reviewed Section IV – Insurance Requirements, to ensure compliance.
- Included signed Solicitation Addenda under Tab 6 in Section VI – Submittals, if applicable.

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



SECTION I – INSTRUCTIONS

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1. DESCRIPTION – STATEMENT OF NEED

- 1.1. The City of Phoenix invites offers for Arts, Education, and Recreation Supplies and Equipment for a five-year period commencing on or about July 1, 2024, in accordance with the specifications and provisions contained herein which is upon award by City Council, as required by the Phoenix City Code. Through this solicitation, the City will create a Qualified Vendor List (QVL) of qualified vendors. Multiple awards may made. The contract term is July 1, 2024, through June 30, 2029, with no options to extend.
- 1.2. The City intends to maintain this QVL through June 30, 2029. The Offerors under consideration will be evaluated by an Evaluation Panel. The City reserves the right to request supplemental information that the Evaluation Panel deems necessary to make a selection. There is no guarantee that an Offeror placed on the QVL will be hired during the term of the QVL. Each Offeror’s submission of a response to this Request for Qualifications (RFQu) constitutes the Offeror’s agreement to the terms set forth herein.
- 1.3. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.4. Notwithstanding the foregoing, the QVL will terminate upon the earliest occurrence of any of the following:
 - (a) Reaching the end of the term, including any extensions exercised or
 - (b) Completing the services set forth in the Scope of Work (the “Services”).
 - (c) Termination pursuant to the provisions of the contract.

2. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE & LOCATION
Submittal of Written Questions by 3:00 PM	Friday, February 23, 2024
Response to Written Questions	Friday, March 1, 2024
Offer Due Date by 3:00 PM	Friday, March 15, 2024. Offers shall be submitted electronically via email to hsdprocurement@phoenix.gov . Enter the solicitation number in the email's subject line when submitting your Offer.
Award Recommendation	May 29, 2024



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

3. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Vendors 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.

4. PREPARATION OF OFFER

- 4.1. Offers must be received by email at hsdprocurement@phoenix.gov no later than 3:00 PM on Friday, March 15, 2024.
- 4.2. Offeror must use all forms provided in the Submittal Section. All forms must be completed and submitted with the offer.
- 4.3. The signed and completed Solicitation Disclosure form must be included, or your offer may be deemed non-responsive.
- 4.4. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 4.5. All time periods stated as a number of days will be calendar days.
- 4.6. It is the responsibility of all Offerors to examine the entire solicitation, seek clarification of any requirement that may not be clear, and check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after the due date and time. Offerors are strongly encouraged to:
 - 4.6.1. Consider applicable laws and/or economic conditions that may affect the cost, progress, performance, or furnishing of the products or services.
 - 4.6.2. Study and carefully correlate the Offeror's knowledge and observations with the solicitation and other related data.
 - 4.6.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that the Offeror has discovered in or between the solicitation and other related documents.



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- 4.6.4.** 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 or documents submitted in response to this solicitation become the property of the City and will not be returned.
- 4.6.5.** Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 4.6.6.** Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer’s catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City’s use to evaluate the products offered. Offers submitted without this product information may be considered non-responsive and rejected. The City will be the sole judge of the acceptability of alternate products offered.
- 4.6.7.** Prices will be submitted on a per unit basis by line item, when applicable. If there is a disparity between the unit price and the extended price, the unit price will prevail unless obviously in error.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/1729>. Internet access is available at all public libraries. It is the Offeror’s responsibility to check the website throughout the entire solicitation period up to the City Council Award. Read the entire solicitation and verify that all required information is submitted with your Offer.

6. NO EXCEPTIONS

Offeror must not take any exceptions to any terms, conditions, or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration at the City’s sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer as explained in Inquiries.



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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 the City's staff or City Council from the date of distribution of this solicitation until after the City Council awards the contract(s). **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. ADDENDA

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

9. BUSINESS IN ARIZONA

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

10. LICENSES

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

11. CERTIFICATION

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

11.1. The submission of the offer did not involve collusion or other anti-competitive practices.

11.2. The Offeror must not discriminate against any employee or applicant for employment violating Federal or State Law.

11.3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity,



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special discount, trip, favor, or service to a public servant in connection with the submitted offer.

12. UNIQUE ENTITY IDENTIFIER

Offerors must have a Unique Entity Identifier (UEI) Number assigned by SAM.gov prior to entering into a contract to provide services.

13. SUBMISSION OF OFFER

13.1. All Offers must be typewritten.

13.2. Electronic offers must be in possession of the Human Services Department procurement mailbox 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.

13.3. Due to file size limitations for electronic transmission (for sending or receiving), offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. **The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification of whether the offer was received on or prior to the exact time and date indicated in the Schedule of Events.**

13.4. If you plan to respond to this solicitation, please submit your Offer electronically via email to hsdprocurement@phoenix.gov. Please enter the solicitation number in the email subject line when submitting your Offer. Indicate in the body of the email that you are submitting a response to the solicitation.

13.5. The following information should be noted on the subject line:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- RFQu-24-HSD-79
- Arts, Education and Recreation Supplies and Equipment
- March 15, 2024

13.6. Once submitted, the submission will be deemed a complete submission. The City will respond to confirm its receipt of the submission.



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14. 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.

15. OFFER RESULTS

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

16. AWARD OF CONTRACT

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. Factors that may be considered by the City include:

- Has the technical capability to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
- Has demonstrated the availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- No safety record violations, including complaints and investigations; and,
- No vendor history of complaints and termination for convenience or cause, litigation, or lawsuits.



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The City reserves the right to (1) waive any immaterial defect or informality, (2) reject any or all offers or portions thereof, or (3) reissue a solicitation.

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

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

The City reserves the right to disqualify any Offeror based on 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 any agency or body, 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 matters associated with the solicitation with the Mayor, any members of the City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is canceled without any announcement 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.



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- 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 contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS WHO VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After an official Notice is received by the City for disqualification, the Offeror may follow the Protest process unless the Solicitation is canceled 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 contract(s) are awarded, or all offers or responses are rejected, and the solicitation is canceled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

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 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 the 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 contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award



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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 contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code (Phoenix City Code, Ch. 43), and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

20. PUBLIC RECORD

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked "confidential." The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining the release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.



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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 the 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. CONTRACT AWARD

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

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 a true economy, the City must conduct solicitations to minimize the possibility of subsequent default by the contractor, late



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deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. 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 the Offeror's references, including information about the Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each 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 the contract 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 'shortlist' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its 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 construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).



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- 26.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations, or understandings to or about any Contract 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 the Contract award.



SECTION II – STANDARD TERMS AND CONDITIONS

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1. DEFINITION OF KEYWORDS 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 Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

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

“A.R.S.” Arizona Revised Statute

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

"City" The City of Phoenix

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

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

“Days” Means calendar days unless otherwise specified.

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

“Employer” Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state.



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Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

- “Offer” Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
- “Offeror” Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.
- “Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed 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. CONTRACT INTERPRETATION

2.1. APPLICABLE LAW

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

2.2. CONTRACT ORDER OF PRECEDENCE

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

- 2.2.1.** Federal terms and conditions, if any
- 2.2.2.** Special terms and conditions



SECTION II – STANDARD TERMS AND CONDITIONS

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- 2.2.3. Standard terms and conditions
- 2.2.4. Amendments
- 2.2.5. Statement or scope of work
- 2.2.6. Specifications
- 2.2.7. Attachments
- 2.2.8. Exhibits
- 2.2.9. Instructions to Contractors
- 2.2.10. Other documents referenced or included in the Solicitation

2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER

The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under this Contract are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

2.4. SEVERABILITY

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

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 Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. PAROL EVIDENCE

This Contract 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 Contract. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term



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

3. CONTRACT ADMINISTRATION AND OPERATION

3.1. RECORDS

All books, accounts, reports, files and other records relating to the Contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

3.2. DISCRIMINATION PROHIBITED

Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

Any contractor, in performing under this Contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this Contract entered into by supplier/lessee.

3.3. EQUAL EMPLOYMENT OPPORTUNITY AND PAY

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



**SECTION II – STANDARD TERMS AND
CONDITIONS**

CITY OF PHOENIX

For a Contractor with 35 employees or fewer

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

For a Contractor with more than 35 employees

Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Contract entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.



SECTION II – STANDARD TERMS AND CONDITIONS

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3.4.3. Documentation

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

3.4.4. Monitoring

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

3.4. LEGAL WORKER REQUIREMENTS

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

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

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

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this Contract



**SECTION II – STANDARD TERMS AND
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CITY OF PHOENIX

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 subcontractors 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 Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor’s facilities (during normal business hours).

3.6. COMPLIANCE WITH LAWS

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor’s business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor’s acts.

3.7. LAWFUL PRESENCE REQUIREMENT

Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

3.8. CONTINUATION DURING DISPUTES

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



SECTION II – STANDARD TERMS AND CONDITIONS

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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 Contractor.

4. COSTS AND PAYMENTS

4.1. GENERAL

Any prompt payment terms offered must be clearly noted by the Contractor 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

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

4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR

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 contract 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 contract 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 contract item as an expenditure therein. The City does not represent that said budget



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item will be 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 contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor 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 Contractor will promptly notify the City of such price reductions.

4.8. F.O.B. POINT

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

5. CONTRACT CHANGES

5.1. CONTRACT AMENDMENTS

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

5.2. ASSIGNMENT - DELEGATION

No right or interest in this contract 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 Contractor 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 CONTRACT

Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.



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

6.3. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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 contract operations have commenced until the final acceptance of the work by the project manager.



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6.5. CONTRACT PERFORMANCE

Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Contract. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

6.6. DAMAGE TO CITY PROPERTY

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

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

7. CITY'S CONTRACTUAL RIGHTS

7.1. Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

7.2. NON-EXCLUSIVE REMEDIES

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

7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH

Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any



SECTION II – STANDARD TERMS AND CONDITIONS

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nature under one installment or lot will impair the value of the whole Contract and constitutes a total breach of the Contract 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 Contractor.

7.5. DEFAULT

In case of default by the Contractor, the City may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the 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 Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the Contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

7.7. COST JUSTIFICATION

In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at City's request upon termination of this Contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this Contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.



SECTION II – STANDARD TERMS AND CONDITIONS

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8. CONTRACT TERMINATION

8.1. GRATUITIES

The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such Contract. In the event this Contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

8.2. CONDITIONS AND CAUSES FOR TERMINATION

8.2.1. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this Contract is terminated, the City will be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

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

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.



SECTION II – STANDARD TERMS AND CONDITIONS

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- Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

8.3. CONTRACT CANCELLATION

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

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 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 Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on 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 Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in a offer price.

10. TAX INDEMNIFICATION

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, 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 subcontractors.



**SECTION II – STANDARD TERMS AND
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11. TAX RESPONSIBILITY QUALIFICATION

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

12. NO ISRAEL BOYCOTT

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

13. NO FORCED LABOR OF ETHNIC UYGHURS

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

**SECTION III – SPECIAL TERMS AND CONDITIONS****CITY OF PHOENIX****1. FREE ON BOARD (FOB) DESTINATION**

Prices quoted shall be FOB destination and delivered, as required, to the following locations listed below. Additional locations within the City of Phoenix may be requested as necessary.

Head Start Locations

City of Phoenix Human Services Department 200 W. Washington Street, 17 th and 18 th Floor Phoenix, AZ 85003-1611	Cesar Chavez Library 3635 W. Baseline Road Laveen, AZ 85339
Adam Diaz Senior Center 4115 W. Thomas Road Phoenix, AZ 85019	Chinese Senior Center 734 W. Elm Street Phoenix, AZ 85013-2416
Alhambra Preschool Academy 4750 W. Campbell Avenue Phoenix, AZ 85031	Deer Valley Community and Senior Center 2001 W. Wahalla Lane Phoenix, AZ 85027-4200
Booker T. Washington Child Development Center, Inc. 1522 E. Adams Street Phoenix, AZ 85034	Deer Valley Unified School District No. 97 20402 N. 15th Avenue Phoenix, AZ 85027
Burton Barr Central Library 1221 N. Central Avenue Phoenix, AZ 85004	Desert West Community and Senior Center 6501 W. Virginia Avenue Phoenix, AZ 85035
Byron A. Barry School 2533 N. 60th Avenue Phoenix, AZ 85035	Devonshire Senior Center 2802 E. Devonshire Avenue Phoenix, AZ 85016
Twinkling Stars Preschool, Inc. dba Cactus Kids Preschool 7418 W. Indian School Road Phoenix, AZ 85003	Dr. Marvene Lobato Child Care Center 6250 W. Durango Street Phoenix, AZ 85043
Cartwright Early Childhood Center 5480 W. Campbell Avenue Phoenix, AZ 85035	Goelet A. C. Beuf Community and Senior Center 3435 W. Pinnacle Peak Road Phoenix, AZ 85027



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Helen Drake Senior Center 7600 N. 27th Avenue Phoenix, AZ 85051	Senior Opportunities West Senior Center 1220 S. 7th Avenue Phoenix, AZ 85007
John F. Long Family Services Center 3454 N. 51st Avenue Phoenix, AZ 85031	Shadow Mountain Senior Center 3546 E. Sweetwater Avenue Phoenix, AZ 85032
Kidz Kampus, LLC 7949 W. Indian School Road Phoenix, AZ 85033	South Mountain Community and Senior Center 212 E. Alta Vista Road Phoenix, AZ 85040
Marcos De Niza Senior Center 305 W. Pima Street Phoenix, AZ 85003	Sullivan School 2 N. 31st Avenue Phoenix, AZ 85009
Martin L. King School 4615 S. 22nd Street Phoenix, AZ 85040	Sunnyslope Community and Senior Center 802 E. Vogel Avenue Phoenix, AZ 85020-2131
McDowell Place Senior Center 1845 E. McDowell Road Phoenix, AZ 85006	Sunnyslope Family Services Center 914 W. Hatcher Road Phoenix, AZ 85021
Out of this World Christian Child Care 3849 W. Encanto Blvd. Phoenix, AZ 85009	Sunrise Elementary School 17624 N. 31st Avenue Phoenix, AZ 85053
Paradise Valley Community and Senior Center 17402 N. 40th Street Phoenix, AZ 85032	Travis L. Williams Family Services Center 4732 S. Central Avenue Phoenix, AZ 85040
Pecos Community and Senior Center 17010 S. 48th Street Phoenix, AZ 85032	Washington Elem. School District Service Annex 1502 W. Mountain View Road Phoenix, AZ 85021
Pendergast Early Education Campus 3802 N. 91st Avenue Phoenix, AZ 85037	Wilson Community Center 500 N. 30th Street Phoenix, AZ 85008

**SECTION III – SPECIAL TERMS AND CONDITIONS****CITY OF PHOENIX****Community and Senior Center Locations**

Adam Diaz Senior Center 4115 W. Thomas Road, Phoenix, AZ 85019	Pecos Community & Senior Center 17010 S. 48 th Street Phoenix, AZ 85032
Chinese Senior Center 734 W. Elm Street Phoenix, AZ 85013	Senior Opportunities West Senior Center 1220 S. 7 th Avenue Phoenix, AZ 85007
Deer Valley Community & Senior Center 2001 W. Wahalla Lane Phoenix, AZ 85027	Shadow Mountain Senior Center 3546 E. Sweetwater Avenue Phoenix, AZ 85032
Desert West Community & Senior Center 6501 W. Virginia Avenue Phoenix, AZ 85035	South Mountain Community & Senior Center 212 E. Alta Vista Road Phoenix, AZ 85040
Devonshire Senior Center 2802 E. Devonshire Avenue Phoenix, AZ 85016	Sunnyslope Community & Senior Center 802 E. Vogel Avenue Phoenix, AZ 85020
Goelet A.C. Beuf Community & Senior Center 3435 W. Pinnacle Peak Road Phoenix, AZ 85027	City of Phoenix Human Services Department ATTN: Lizbeth Duncan 200 W. Washington Street, 18 th Floor Phoenix, AZ 85003-1611
Helen Drake Senior Center 7600 N. 27 th Avenue Phoenix, AZ 85051	City of Phoenix Human Services Department ATTN: Francisco Blanco 200 W. Washington Street, 18 th Floor Phoenix, AZ 85003-1611
Marcos De Niza Senior Center 305 W. Pima Street Phoenix, AZ 85003	City of Phoenix Human Services Department ATTN: Iliana Hernandez 200 W. Washington Street, 18 th Floor Phoenix, AZ 85003-1611
McDowell Place Senior Center 1845 E. McDowell Road Phoenix, AZ 85006	City of Phoenix Human Services Department ATTN: Shoni Burg 200 W. Washington Street, 18 th Floor Phoenix, AZ 85003-1611



SECTION III – SPECIAL TERMS AND CONDITIONS

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Paradise Valley Community & Senior Center
17402 N. 40th Street
Phoenix, AZ 85032

Phoenix Public Library Locations

Burton Barr Central Library 1221 N. Central Avenue Phoenix, AZ 85004	Ironwood Library 4333 E. Chandler Blvd. Phoenix, AZ 85048
Acacia Library 750 E. Townley Avenue Phoenix, AZ 85020	Juniper Library 1825 W. Union Hills Drive Phoenix, AZ 85027
Agave Library 23550 N. 36th Avenue Phoenix, AZ 85310	Mesquite Library 4525 E. Paradise Village Pkwy N. Phoenix, AZ 85032
Century Library 1750 E. Highland Avenue Phoenix, AZ 85016	Ocotillo Library & Workforce Literacy Center 102 W. Southern Avenue Phoenix, AZ 85041
Cesar Chavez Library 3635 W. Baseline Road Phoenix, AZ 85339	Palo Verde Library 4402 N. 51st Avenue Phoenix, AZ 85031
Cholla Library 10050 Metro Parkway E. Phoenix, AZ 85051	Saguaro Library 2808 N. 46th Street Phoenix, AZ 85008
Desert Broom Library 29710 N. Cave Creek Road Phoenix, AZ 85331	South Mountain Community Library 7050 S. 24th Street Phoenix, AZ 85042
Desert Sage Library 7602 W. Encanto Blvd. Phoenix, AZ 85035	Yucca Library 5648 N. 15th Avenue Phoenix, AZ 85015

	SECTION III – SPECIAL TERMS AND CONDITIONS	CITY OF PHOENIX
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Harmon Library 1325 S. 5th Avenue Phoenix, AZ 85003	
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All deliveries shall be made between the hours of 9:00 a.m. and 4:00 p.m., Phoenix local time, Monday through Friday, excluding City holidays. The contractor shall include pre-delivery and warranty checklists with the shipment, if applicable.

2. PRICE

All prices submitted shall be firm and fixed until June 30, 2026. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days’ notice to the Procurement Officer. Price increase requests shall be accompanied by written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Human Services Director or designee are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Human Services Director or designee.

DISCOUNTS FROM PUBLISHED CATALOGS/PRICE-LISTS

The Contractor must indicate and provide with its submittal, if reasonable, the manufacturer’s price list or catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated. The Procurement Officer must be informed 30 days in advance of any new price list or catalogs and the respective date(s).

Any terms and conditions contained in the parts price list(s) or catalog(s) will not take precedence over the City’s terms and conditions specified herein.

2.1. All discounts offered will be firm and fixed for the entire contract period. Discounts offered must be expressed as a single percentage (%) figure for each contract item. Offers containing chain or multiple discounts may be considered non-responsive.

2.2. Offers will be submitted based on a discount from a manufacturer's most Published Price List(s) or Catalog, which is common to and accepted by the

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industry in general. The lists must be printed or available online, properly identified, and dated as to issuance and effectiveness.

3. INVOICING, ORDERING AND PAYMENTS

All invoices must include the manufacturer’s part number, list price, and discount percentage, net price extended, and totaled. The City reserves the right to request a hard copy of the manufacturer’s documented price listing for any item(s) invoiced.

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

3.2. ONLINE CATALOG AND ELECTRONIC ORDERING SYSTEM (PUNCHOUT)

The City intends to use an online catalog for most of the purchases made from this Contract. The Contractor shall have a secured website for placing online orders. The features and functions of this online ordering catalog shall include, but not be limited to:

- Access by standard web browsers
- Product information such as unit of measure, item status, price description, and photos
- Item status inquiry functionality that provides stock availability
- Order tracking
- Help functionality

The Online catalog and price list shall reflect the current catalog/price list and contract pricing and be capable of restricting or blocking the purchase of excluded items, if applicable.

Product Filtering: The Contractor shall block or filter those product categories and items identified as excluded under the resultant contract. The City reserves the right to make further modifications as needed. Such changes shall be done in the form of a contract amendment.

Time Frame: The Contractor’s online ordering system website system shall be available day one (1) of the resultant contract.

Punch-Out: Additionally, the Contractor shall provide access to and interconnectivity with the City’s eProcurement System for the purpose of allowing authorized City system users to "Punch-Out" of the system, to access directly the Contractor’s website, select contract products and services, and return to the City’s system with the order details. The Contractor shall cooperate with the



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City's system provider in the establishment and ongoing operations of their punch-out connect. This shall be in place within the first nine (9) months of the resultant contract.

3.2. METHOD OF INVOICING

Invoices will be submitted on or before the 15th calendar day of the month. All appropriate documentation will be provided that supports the charges reflected in the invoice. Invoices must include the following:

- City purchase order number or shopping cart number
- Items are listed individually by the written description and part number
- 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

Community and Senior Services

Invoices will be submitted to Shoni Burg at shoni.burg@phoenix.gov and Iliana Hernandez at liana.hernandez@phoenix.gov.

Education

Invoices will be submitted to daniela.canisales@phoenix.gov.

Library

Invoices will be submitted to the following individuals per location:

Burton Barr Central Library	Tricia.quiroz@phoenix.gov
Acacia Library	Claudia.leon@phoenix.gov
Agave Library	Nichole.ney@phoenix.gov
Century Library	Jennifer.masiello@phoenix.gov
Cesar Chavez Library	Sabrena.adams@phoenix.gov
Cholla Library	Claudia.leon@phoenix.gov
Desert Broom Library	Nichole.ney@phoenix.gov
Desert Sage Library	Sabrena.adams@phoenix.gov
Harmon Library	Sean.george@phoenix.gov
Ironwood Library	Sean.george@phoenix.gov
Juniper Library	Nichole.ney@phoenix.gov
Mesquite Library	Jennifer.masiello@phoenix.gov



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Ocotillo Library & Workforce Literacy Center	Sean.george@phoenix.gov
Palo Verde Library	Sabrena.adams@phoenix.gov
Saguaro Library	Jennifer.masiello@phoenix.gov
South Mountain Community Library	Sean.george@phoenix.gov
Yucca Library	Claudia.leon@phoenix.gov

4. METHOD OF PAYMENT

Payment is to be made from the Contractor’s invoice and a copy of the signed delivery/service invoice ticket submitted to cover items received and accepted during the billing period. The City agrees to pay the Contractor within forty-five (45) days after approval of the invoice.

5. PARTIAL PAYMENTS

Partial payments are authorized on individual purchase orders. Payment will be made only for the actual goods or services received and accepted by the City.

6. SUPPLIER PROFILE CHANGES

It is the responsibility of the Contractor to promptly update their profile in procurePHX at www.phoenix.gov/procure. If the Contractor’s legal identity has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

7. AUTHORIZED CHANGES

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

8. CITYWIDE AGREEMENT

Other City of Phoenix departments may use this Contract.

9. ADVERTISING

The Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Human Services Director or designee, and the City will not unreasonably withhold permission.



10. EXCLUSIVE POSSESSION

All services, information, computer program elements, reports, and other deliverables that may be created under this contract are the sole property of the City and will not be used by the Contractor or any other person except with prior written permission from the City.

11. STRICT PERFORMANCE

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

12. LICENSES AND PERMITS

The Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

13. DELIVERY

All deliveries shall be made between the hours of 9:00 a.m. and 4:00 p.m., Phoenix local time, Monday through Friday, excluding City holidays.

14. DELIVERY/SERVICE TICKET

The Contractor shall provide a packing list or service ticket for items delivered to the City or services provided to the City. Tickets should include the following, and a legible copy shall be provided to the City:

- Date
- City purchase order number
- Written description of services that were provided
- Itemized list of materials that were delivered, including quantity
- A unique identification number and Contractor name
- Signature of City employee who accepted for the materials/services

15. MISCELLANEOUS FEES

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc., will not be paid. These costs must be incorporated into the pricing provided in the bid price schedule.

16. PROCUREMENT REPORTS

The Contractor shall submit quarterly reports in an electronic format acceptable to the



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CITY OF PHOENIX

City during the term of this Contract commencing the first quarter after the effective date. These reports are due by the 15th day of the month following the reporting period. Total purchases for each Division must be shown on a separate line. The report should be rounded to the nearest dollar. The Contractor will provide sample forms for approval by the City.

17. WARRANTY

17.1. Liens: The Contractor warrants that the materials supplied under this Contract are free from liens and shall remain free of liens.

17.2. Quality: Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that for one year after acceptance by the City of the materials, they shall be:

17.2.1. Of quality to pass without objection in the trade under the Contract description.

17.2.2. Fit for the intended purposes for which the materials are used.

17.2.3. Within the variations permitted by the Contract and are of equal kind, quantity and quality within each unit and among all units.

17.2.4. Adequately contained, packaged, and marked as the Contract may require, and

17.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

17.3. Fitness: The Contractor warrants that any material supplied to the City shall fully conform to all requirements of the Contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.

17.4. Inspection/Testing: The warranties set forth in subparagraphs 17.1 through 17.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the City.

17.5. Compliance With Applicable Laws: The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.



18. EQUIPMENT INSTALLATION

All equipment shall be completely assembled and installed by the Contractor and ready for use on the City’s property at the specified delivery locations.

19. INDUSTRY STANDARDS

It is intended that the manufacturer, in the selection of components, will use material and design practices that are the best available in the industry for the type of operating conditions to which the item will be subjected. Component parts shall be selected to give maximum performance, service life, and safety and not merely meet the minimum requirements of this specification. All parts, equipment, and accessories shall conform in strength, quality of material, and workmanship to recognized industry standards.

The term “heavy-duty,” if used in these specifications, shall mean that the item to which the term is applied shall exceed the usual quantity, quality, or capacity supplied with standard production items, and it shall be able to withstand unusual straining, exposure, temperature, wear, and use.

The City reserves the right to waive minor variations if the basic unit meets the general intent of these specifications.

The product offered shall not include a major component that is of a prototype nature or has not been in production for a sufficient length of time to demonstrate reliability. If the specifications stated herein for component items do not comply with legal requirements, the Contractor shall so notify the City prior to delivery.

20. INSPECTION AND ACCEPTANCE

Each product delivered shall be subject to complete inspection by the City prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship, and materials. Ten business days will be allowed for this process. If delivered items are unacceptable and returned to the Contractor prior to acceptance, an additional five business days will be allowed for inspection when subsequent delivery occurs. It shall be the Contractor’s responsibility to pick up unacceptable products, correct the deficiencies, and return the product following the corrections.

21. INVENTORY LEVELS

The contractor will be required to maintain sufficient local inventory to provide daily support for the City’s requirements. Failure to supply sufficient support may result in the cancellation of the contract.



22. MANUALS

All complete operating manuals and parts manuals, if applicable, are to be furnished upon delivery at no additional cost to the City. Manuals and other materials shall show all equipment specifications and mechanical troubleshooting in paper and electronic media.

23. NEW EQUIPMENT

All items offered shall be new equipment supplied by the manufacturer. Equipment that is remanufactured or refurbished will be rejected.

24. PRODUCT DISCONTINUANCE

If a product or model is discontinued by the manufacturer, the City, in its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and will provide the following:

- A formal announcement from the manufacturer that the product or model has been discontinued.
- Documentation from the manufacturer that names the replacement product or model.
- Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original purchase order.
- Documentation that provides clear and convincing evidence that the replacement will be compatible with all functions or uses of the discontinued product or model.
- Documentation from the manufacturer confirming that the price for the replacement item will be the same as the discontinued item.
- The Human Services Director or designee will be the sole judge in determining the allowable substitute, new product, or model change for a discontinued item.

25. REPAIR AND REPLACEMENT PARTS GUARANTEE

Following the expiration of any express or implied warranty applicable to those goods, furnished to the City under this Contract, the Contractor agrees to supply the City (as well as its agents, representatives, Contractors, and hires) with in-stock repair and replacement parts carrying a full manufacturer's warranty at a cost that shall not exceed the cost it would charge if it were contracted to service or install those repair and replacement parts.



26. SUBSTITUTION OF SPECIFIED ITEMS

Whenever any item or process in the specifications is requested or identified by manufacturer name, proprietary name, or patent, such specifications shall be used to facilitate descriptions of the item or process and shall be followed by the words “or equal”. The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City, equal in every respect to the specifications, then the Contractor must furnish the item or material with one that is equal, in the opinion of the City.

27. BACKGROUND SCREENING

The Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Contract will be subject to background and security checks and screening (collectively “Background Screening”) at the Contractor’s sole cost and expense unless otherwise provided for in the scope of work. The Contractor’s background screening will comply with all applicable laws, rules, and regulations. The Contractor further agrees that background screening is necessary to preserve and protect public health, safety, and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

27.1. Background Screening Risk Level

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

27.2. Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts

The Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this Contract.

27.3. Materiality of Background Screening Requirements; Indemnity

The background screening requirements are material to the City’s entry into this Contract, and any breach of these provisions will be deemed a material breach of this Contract. In addition to the indemnity provisions set forth in this Contract, the Contractor will defend, indemnify, and hold harmless the City for all claims arising out of this background screening section, including, but not limited to, the disqualifications of a Contract Worker by the Contractor. The background screening requirements are the minimum requirements for the Contract. The City in no way warrants that these minimum requirements are sufficient to protect the Contractor from any liabilities that may arise out of the Contractor’s services under this Contract or the Contractor’s failure to comply with this



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section. Therefore, the Contractor and its Contract Workers will take any reasonable, prudent, and necessary measures to preserve and protect public health, safety, and welfare when providing services under this Contract.

27.4. Continuing Duty; Audit

The Contractor's obligations and requirements will continue throughout the entire term of this Contract. The Contractor will maintain all records and documents related to all background screenings, and the City reserves the right to audit the Contractor's records.

28. BACKGROUND SCREENING – MAXIMUM RISK

28.1. Determined Risk Level

The current risk level and background screening required is **MAXIMUM RISK**.

28.2. Maximum Risk Level

A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- Work directly with vulnerable adults or children (under age 18); or
- Any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- Unescorted access to:
 - a. City data centers, money rooms, high-value equipment rooms; or
 - b. Unescorted access to private residences; or
 - c. Access to critical infrastructure sites/facilities; or
 - d. Direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

28.3. Requirements

The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks, as included herein, depending on the scope of work, and may be amended if the scope of work changes.



28.4. Contractor Certification; City Approval of Maximum Risk Background Screening

Unless otherwise provided for in the Scope of Work, the Contractor will be responsible for:

- Determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- Submitting pass/fail results to the City for approval; and,
- Reviewing the results of the background check every three to five years, dependent on scope; and,
- To engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department; and,
- If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker, and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this Contract, the Contractor certifies and warrants that the Contractor has read the background screening requirements and criteria in this section and that all background screening information furnished to the City is accurate and current.
- The City's final documented decision will be an "approve" or "deny" for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor



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or any contracted agency that assists with review after the City's completed review.

- By executing this Contract, the Contractor further certifies and warrants that the Contractor has satisfied all such background screening requirements for the maximum risk background screening and verified legal worker status, as required.
- Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until the Contractor has received the City's written acceptance of the Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by the Contractor for performing work under this Contract. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without the City's prior written approval.

29. **CONFIDENTIALITY**

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, metadata, 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.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate



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technical and organizational measures in performing the Services under the Contract; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Contract; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Contract. If the Recipient is required by law or court order to disclose any Confidential Information, the Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City’s written request or expiration of this Contract, 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 the return or destruction of the Confidential Information, the Recipient shall certify in writing its compliance with this paragraph.

If applicable, the Contractor 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, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys’ fees, damages, or proceedings arising out of Contractor’s breach of this Section (Confidentiality). The Contractor’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 Contract.

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 Contract without notice. The obligations of the Contractor under this Section shall survive the termination of this Contract.

30. 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 the Contractor processes pursuant to the Contract. “Personally identifiable information” is defined as in the Federal Privacy Council’s Glossary available at: <https://www.fpc.gov/resources/glossary/>.



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As between the parties, the City is the data controller and owner of PII, and the Contractor is a data processor. In this Section, the term “process,” “processing,” or its other variants shall mean an operation or set of operations that 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.

- 30.1.** when the Contractor processes PII pursuant to the Contract, the Contractor shall, at no additional cost to the City:
- 30.2.** process PII only within the United States and only in accordance with the Contract and not for Contractor’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;
- 30.3.** 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, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At a minimum, the Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, the Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, the Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
- 30.4.** not subcontract any processing of PII to any third party (including affiliates, group companies, or sub-contractors) without the prior written consent of



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the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;

- 30.5.** as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom the Contractor 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;
- 30.6.** take reasonable steps to ensure the competence and reliability of Contractor’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;
- 30.7.** maintain written records of all information reasonably necessary to demonstrate the Contractor’s compliance with this Contract and applicable laws;
- 30.8.** allow the City or its authorized agents to conduct audit inspection during the term of the Contract, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor’s sub-contractors 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 Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- 30.9.** If the Contractor becomes aware of any actual or potential data breach (each an “Incident”) arising from the Contractor’s processing obligations pursuant to the Contract, the Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
- 30.10.** 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;
- 30.11.** take action immediately, at the Contractor’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;



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30.12. 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

30.13. 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, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys’ fees, damages, or proceedings arising out of Contractor’s breach of this Section (Data Protection). The Contractor’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 Contract.

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 Contract without notice. The obligations of the Contractor under this Section shall survive the termination of this Contract.

31. 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 Contractor shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Contract period.

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

Community and Senior Services Programs

The Community and Senior Services programs will utilize General Funds to support these services.

Library Department

The Library Department will utilize General Funds to support these services.



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32. AVAILABILITY OF FUNDING

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

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

33. NON-ASSIGNABILITY

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

34. MANDATORY DISCLOSURES

The Contractor must disclose, in a timely manner, in writing to the City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Head Start award. If the Contractor receives Federal funds in excess of \$10,000,000 for any period during the performance of this Contract, 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).

35. 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," the Contractor agrees that neither it, nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Contract by any federal department, and agrees to comply with the requirements of 2 CFR Part 180 and 2 CFR Part 376.

36. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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



37. LOBBYING

The Contractor 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 Contract, 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.

38. POLITICAL ACTIVITY

The Contractor 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.

39. COMPETITIVE BIDDING

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

40. ACCOUNTING

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

41. ALLOWABLE COSTS

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



SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

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

42. SUBSTANTIAL INTEREST DISCLOSURE

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

11.2. 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.

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

43. COST OR PRICING DATA CERTIFICATION

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

44. COPELAND ACT (ANTI-KICKBACK LAW)

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



1. INDEMNIFICATION

Vendor (“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 subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. 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 the 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 Contract, 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 Contract.

2. VENDOR’S INSURANCE

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

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

2.1. SCOPE AND LIMITS OF INSURANCE

Vendor 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”



SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

basis, and (2) all terms under each line of coverage below are met.

2.1.1. 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 Vendor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability

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

Automobile Liability is not applicable if commodities are shipped.

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

2.1.3. Worker’s Compensation and Employers’ Liability

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

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a Vendor is exempt under A.R.S. §23-902(E) and when such Vendor executes the appropriate sole proprietor waiver form.

2.2. NOTICE OF CANCELLATION

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

2.3. 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 Vendor from potential insurer insolvency.



2.4. VERIFICATION OF COVERAGE

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

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

All certificates required by this Contract must be sent directly to hsdprocurement@phoenix.gov. The City project description, **Arts Education and Recreation Equipment and Supplies** must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

2.5. APPROVAL

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



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

1. INTRODUCTION

The City of Phoenix Human Services Department and the City of Phoenix Central Library have an ongoing need for arts, education, and recreation supplies and equipment to support their Head Start Birth to Five programs, Community and Senior Services programs, and infant and toddler programs at public libraries.

2. GENERAL REQUIREMENTS

At a minimum, the Contractor shall provide a discount on one or more of the categories identified in Section 3, Category Number and Description.

- 2.1. Items carrying the “Infant” designation shall not contain any objects that, if tested, would fit completely into a specially designed test cylinder 2.25” long by 1.25” wide that approximates the size of the fully expanded throat of a child under three years old.
- 2.2 All products shall comply with not having paint or any other similar surface coating that contains more than .06% lead (16 C.F.R. Part 1303), not contain hazardous chemicals (16 C.F.R. 1500.3(a)(15)) or exceed flammability limits (16 C.F.R. 1500.44).

3. CATEGORY NUMBER AND DESCRIPTION

Category Number	Category Description
1.	Active Play (gross motor development, sand and water)
2.	Block Play and Literacy Extension Materials
3.	Manipulatives (fine motor development, gross motor development, eye-hand coordination, problem solving)
4.	Language and Literacy Materials (including varied level and interactive and tactile books)
5.	Cognitive Development (mathematics, science, puzzles, and games)
6.	Dramatic and Imaginative Play
7.	Educational Technology
8.	Music and Movement
9.	Environmental Materials (pocket charts, activity walls, furniture, rugs, classroom resources)
10.	Social Studies (culturally responsive materials, community and neighborhood materials)
11.	Social and Emotional Learning
12.	Family Engagement
13.	Inclusion
14.	Infant and Toddlers



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

15.	Art Supplies: adult coloring, art sets, canvas, drawing supplies, hand lettering, painting supplies, printmaking, sculpture and modeling, sketchbooks and paper, studio supplies, poster board, varnish and primers, stencils, easels, paint brushes, paints and stains, watercolors, watercolor sets, oil paint, oil paint sets, acrylic paint and acrylic paint sets, pencil grips, pencil sharpeners, pens, calligraphy pens, and ink, charcoal, and graphite, drawing pencils, oil pastels, pastels, rulers and T-squares, erasers, storage.
16.	Baking Supplies: cupcake supplies, cake supplies, cookie supplies, baking cups, baking pans, decorating tools and tips, cake stands, cake boards, paper dollies, cookie sheets, seasonal cookie cutters, mixing bowls, rolling pins, spatulas, cooling rack.
17.	Beads and Jewelry: beads, crafting beads, crystal gems, hair accessories, jewelry cording, jewelry stringing materials, metal stamping, pendants and charms, jewelry tools, package beads, strung beads, bead kits, necklaces, bracelets, earrings, rings, scarves, Perler beads and supplies, pony beads, chains and stringing materials, clasps, large hole beads, spacers and connectors, tools and essentials, storage.
18.	Candle-Making: candle-making kits, metal candle molds, soft decorating wax, bleached candle wicking, standard candle wicking, wax melting kit, candle dyes, beeswax, beeswax kits.
19.	Ceramics and Clay: bisque, ceramic glazes, clay extruders and die sets, craft kits and projects, firing clays, glaze brushes and applicators, modeling tools, potter wheels, Celluclay, super dough, sculptamold, carving tools, ribbon tools, plaster modeling tape, modeling clay, molds, clay tools, self-hardening clay.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

20.	Craft Supplies: apparel crafts, craft paint, leather crafting, soapmaking, modeling and rocketry, mod podge, containers crafts, felting, foames and stickers, craft tools, glue and adhesives, tape, cutting tools, fabric paint, fabric markers, tie-dye and fabric dye, fabric embellishments, and tools, iron-on appliques, photo transfer, and screen print, glass art, mason jar crafting, wood crafts and kits, copper and metal crafts, lacing, leather tools, sand art supplies, sun catchers, ornament crafts, bags, crafts for men, baskets, boxes, bins, glue and glue guns, crayons, wire (aluminum, stovepipe, copper, etc.), pencils and accessories, burlap, glitter, glue, tape, adhesives, googly eyes, mask making, sculpture/modeling clay and tools, storage.
21.	Floral: dried floral, stems, bushes and picks, greenery, vases and containers, wreaths and garlands, floral sprays, arranging supplies.
22.	Knitting and Crocheting: needles and hooks, yarn, knitting kits, knitting looms, knitting needles, knitting tools, crochet hooks, crochet thread, crochet kits, cross stitch kits, embroidery thread, crewel kits, needlepoint, punch needle crafts, felt and felt applique, latch and locker hooking, patterns, books, weaving, storage.
23.	Mosaics: tiles, stones and materials, cement and grout, mosaic tools and accessories, kits, projects, molds, paper mosaic squares, glass craft mirrors, storage.
24.	Paper Crafts: Cricut, silhouette, die cutting, card making, hand lettering, paper, ribbon, stamps, stickers, washi tape, chalks, inks and embossing, pens and markers, rub-ons, scrapbook kits, scrapbooking adhesives, stamp blocks, stamp pads, and inks, self-inking stamps, bookmarks, canvas, sketchbooks, tools and machines, drawing and coloring books, drawing supplies, painting supplies, poster board, paper-mâché, paper-mâché face foam for mask making, quilling and origami, origami paper, foil origami paper, origami kits, patterned origami paper, metallic origami paper, origami, paper squares, animal patterns, art paste, wheat paste, Elmer's art paste, nylon paste brush, storage.
25.	Sewing and Fabric: fabric, patterns, sewing, and quilting notions, irons, steamers and accessories, cutting tools, thread, buttons, tapes and braids, zippers, batting, foam, fiberfill, ribbon, textile and fiber crafts, storage.



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

26.	Games: bingo, activity bingo games/fun bingo, board games, card games, electronic games, games tables, jumbo games, tabletop games, trivia games, Wii games, Xbox games, PS5 games, puzzles, word games, reminiscing, resource books, karaoke music, karaoke players, activity books, carnival games, carnival game supplies, adaptive games and activities, senior adult games, giant games.
27.	Sports and Recreation: fitness and exercise equipment, gym mats-exercise, gym mats-tumbling, gym mats-landing, parachutes, team building, tennis and badminton, pickleball, track and field, archery, balls (nerf, plastic, rubber, etc.), basketball, golf, jump ropes, beach balls, inflatable toys, outdoor toys, rubber horseshoes, bean bag/bean balls, juggling scarves, disc golf, adaptive sports, balance balls/boards.
28.	Health and Nutrition: wall posters, exercise balls, exercise bands, resistance bands, free weights, pedometers, weightlifting equipment, yoga, cooking, gardening, resource books, therapy balls, exercise CDs and videos, measuring tools, DVDs and CDs, teaching aid, general nutrition resources, posters, and handouts.
29.	Miscellaneous: awards and incentives, holiday decorations, holiday accessories, themed party accessories, awareness ribbons, party tableware, photo booth props, balloons, banners, centerpieces, party lights, streamers, party favor boxes, party favors, novelty toys, bubbles, gardening supplies, bulletin board decorations, and borders, stanchions, button machine kits, cones, inflators, megaphones, PA and megaphones, stopwatches, storage.

4. SUBSTITUTIONS OF SPECIFIED ITEMS

Whenever in the specifications any item or process is requested or specified by manufacturer name, proprietary name, or patent, such specifications shall be used for the purpose of facilitating descriptions of the item or process and shall be followed by the words “or equal.” The Contractor may offer any item or process that is equal in every respect. However, if the item or process delivered is not, in the opinion of the City of Phoenix, equal in every respect to the specifications, then the Contractor must furnish the item or material with one that, in the opinion of the City of Phoenix, is equal.

5. DAMAGED PRODUCT

If deliveries are received in unsatisfactory condition due to improper or damaged



SECTION V – SCOPE OF WORK

CITY OF PHOENIX

packaging, or other reasonable cause, the product may be rejected, and the Contractor shall be required to replace the damaged product within 7 days of rejection.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

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 Cover Letter

Tab 2 Experience and Qualifications

Tab 3 Method of Approach and Delivery of Services

Tab 4 Cost

Tab 5 Other Required Submittals (Attachments A-H, and UEI)

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 – Cover Letter (no point value)

Provide a narrative response which introduces your company. Include the following:

- Full company name, address, phone number, and the name and email address of the contact person for the Offer.
- A brief description of the company and size of the organization.
- How long your organization has been in business.
- Are you a Small Business Enterprise.

Tab 2 – Experience and Qualifications (350 possible points)

Provide a narrative response to the following questions:

1. Describe your organization's qualifications, abilities, experience and expertise in providing the requested services.
2. Provide 3 current references for whom comparable work has been performed. Attachment E.

Tab 3 – Method of Approach and Delivery of Services (350 possible points)

Provide a narrative response to the following questions:

1. Describe your organization's method of delivery, order processing and expediting orders.
2. Provide a detailed description of all ordering methods available. Do you have minimum order amounts or fees.
3. Describe the technical support to be provided to staff.
4. Describe your warranty and return policy.



SECTION VI – SUBMITTALS

CITY OF PHOENIX

Tab 4 – Cost (300 maximum points)

Complete Attachment H – Fee Schedule. Provide a proposed discount percentage, based on one or more categories listed in Section 3, Category Number and Description, in the Scope of Work.

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

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

Attachment D – Solicitation Conflict and Transparency Disclosure Form

Attachment E – References

Attachment F – Confidential Information

Attachment G – Assurances

Attachment H – Fee Schedule

Provide your Unique Entity Identifier (UEI) from SAM.gov

Tab 6 – Signed Addenda

In this Section, Offeror must acknowledge receipt of all solicitation addenda, if applicable, by signing and submitting the **entire** addenda with their Offer.



**ATTACHMENT A
OFFER FORM**

CITY OF PHOENIX

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

Arizona Sales Tax No. _____
Use Tax No. for Out-of-State Suppliers _____
City of Phoenix Sales Tax No. _____
Arizona Corporation Commission File No. _____

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

Enter City's Registration System ID Number
Located at City's eProcurement website (see SECTION I
- INSTRUCTIONS - CITY'S REGISTRATION)

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

Authorized Signature

Date

(LLC, Inc. Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____
City, State and Zip Code _____
Telephone Number _____
Company's Fax Number _____
Company's Toll Free # _____
Email Address _____



**ATTACHMENT B
COST AND PAYMENT TERMS & OPTIONS**

CITY OF PHOENIX

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

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

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



**ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSIONS**

CITY OF PHOENIX

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by **any** federal department or agency.

Where the prospective participant is unable to certify to any of the statements in this certification, such participant **shall** attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official:

Title of Authorized Official:

Date:



**ATTACHMENT D
SOLICITATION CONFLICT & TRANSPARENCY
DISCLOSURE FORM**

CITY OF PHOENIX

This form must be signed and submitted to the City and all questions must be answered or your submittal may be considered non-responsive.

1. Name of person submitting this disclosure form.			
First	MI	Last	Suffix
2. Contract Information			
Solicitation # or Name: RFQu-24-HSD-79, Arts, Education and Recreation Supplies and Equipment			
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)			
4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.			
5. List any individuals or entities that will be subconsultants on this contract or indicate N/A.			
<input type="checkbox"/> Subconsultants may be retained, but not known as of the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:			
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.			

7. Disclosure of conflict of interest:

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

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

8. Notice Regarding Prohibited Interest in Contracts

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

9. Acknowledgements

Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME	TITLE
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SIGNATURE	DATE
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COMPANY (CORPORATION, LLC, ETC.) NAME and DBA

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**ATTACHMENT E
REFERENCES**

CITY OF PHOENIX

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

REFERENCE 1		
Organization:		
Address:		
City:	State:	ZIP Code:
Contact:	Contact Title:	
Contact Phone Number:	Contact Email Address:	
Brief Description of Services Provided:		
Dates of Service:		
REFERENCE 2		
Organization:		
Address:		
City:	State:	ZIP Code:
Contact:	Contact Title:	
Contact Phone Number:	Contact Email Address:	
Brief Description of Services Provided:		
Dates of Service:		

REFERENCE 3

Organization:

Address:

City:

State:

ZIP Code:

Contact:

Contact Title:

Contact Phone Number:

Contact Email Address:

Brief Description of Services Provided:

Dates of Service:



**ATTACHMENT F
CONFIDENTIAL INFORMATION**

CITY OF PHOENIX

- By checking this box, the Offeror acknowledges that they are not providing any information they declare to be confidential or proprietary.

If Offeror has submitted any information, they declare to be confidential or proprietary, please describe below.

Page Title	Confidentiality and Proprietary Information

Note: use additional pages as necessary.

ATTACHMENT G - ASSURANCES
DRUG-FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Non-Procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a grantee

directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

The grantee certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
 - g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

Contractor shall insert in the space below, the site(s) for the performance of work done in connection with the specific contract:

PLACE OF PERFORMANCE: (Street Address, City, County, State, Zip Code)

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which sub-recipients shall certify accordingly.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS
(TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Title

Applicant Organization

Date _____

**ATTACHMENT H
FEE SCHEDULE**

Category Number	Category Description	Vendor Catalog Discount	Wholesale Catalog Discount
1.	Active Play (gross motor development, sand and water)		
2.	Block Play and Literacy Extension Materials		
3.	Manipulatives (fine motor development, gross motor development, eye-hand coordination, problem solving)		
4.	Language and Literacy Materials (including varied level and interactive and tactile books)		
5.	Cognitive Development (mathematics, science, puzzles, and games)		
6.	Dramatic and Imaginative Play		
7.	Educational Technology		
8.	Music and Movement		
9.	Environmental Materials (pocket charts, activity walls, furniture, rugs, classroom resources)		
10.	Social Studies (culturally responsive materials, community and neighborhood materials)		
11.	Social and Emotional Learning		
12.	Family Engagement		
13.	Inclusion		
14.	Infant and Toddlers		
15.	Art Supplies		
16.	Baking Supplies		
17.	Beads and Jewelry		
18.	Candle-Making		
19.	Ceramics and Clay		
20.	Craft Supplies		
21.	Floral		
22.	Knitting and Crocheting		

23.	Mosaics		
24.	Paper Crafts		
25.	Sewing and Fabric		
26.	Games		
27.	Sports and Recreation		
28.	Health and Nutrition		
29.	Miscellaneous		