



**CITY OF PHOENIX  
HUMAN SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)  
RFQu-24-EDU-80**

**EARLY HEAD START  
EARLY CHILDHOOD EDUCATION SERVICES**

**MANDATORY PRE-PROPOSAL MEETING**

Thursday, July 18, 2024, at 9:00 AM

Phoenix Family Advocacy Center  
2120 N. Central Avenue, Suite 250  
Phoenix 85004

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

Friday, September 13, 2024, by 3:00 PM (Local time)  
email to [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov)

**PROCUREMENT OFFICER**

Pamela M. Smith  
[hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov)

**Date Posted on the website (issue date): June 20, 2024**

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## SECTION I – INSTRUCTIONS

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

### SOLICITATION RESPONSE CHECK LIST

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

- Followed submittal format as stated in Section IV – Submittals.
- Provided a written response for Tabs 1, 2, and 4 in Section IV – Submittals.
- An Organization Chart was submitted for Tab 3 in Section IV – Submittals.
- Submitted budget documents as instructed in Tab 5 in Section IV – Submittals.
- Completed and Signed Certification of Cost Allocation Plan Statement in Attachment D.
- Included résumés of key personnel in your organization Attachment K.
- Provided a copy of your Unique Entity Identifier (UEI) from SAM.gov.
- Reviewed Section II – Scope of Work.
- Reviewed Section III – Agreement.
- Reviewed Special Terms and Conditions.
- Reviewed Indemnification and Insurance Requirements.
- Reviewed Background Screening Requirements.
- Submitted Attachments A – D and F under Tab 5 in Section IV – Submittals.
- Submitted Attachments H – N under Tab 6 in Section IV – Submittals.
- Included signed Solicitation Addenda under Tab 7 in Section IV – Submittals.

**Email your response in a timely manner. The City must receive offers by 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 (City) is seeking high-quality, individualized, and developmentally appropriate center-based educational services for children from birth to three years old. Educational services must be provided by highly effective instructional staff in accordance with the Head Start for School Readiness Act of 2007, Head Start Program Performance Standards of 2016 (HSPPS), and the Head Start Early Learning Outcomes Framework: Ages Birth to Five (ELOF). The City will create a Qualified Vendor List (QVL) of qualified vendors through this solicitation. Once the QVL has been established, the City will conduct site visits and negotiate with the selected Offeror's to determine slot distribution. Slot distribution is contingent on federal funding, and each successful Offeror's slot distribution may be adjusted. Multiple awards may be made. The City reserves the right to impose conditions on award based on risk assessment factors identified in an offer. The initial term is February 1, 2025, through June 30, 2026, with one-year options to extend each July 1 until June 30, 2029.
- 1.2. The City intends to maintain this QVL through June 30, 2029. The Offerors under consideration will be evaluated by an Evaluation Panel. 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:
  - (1) Reaching the end of the QVL term and any extensions
  - (2) Completing the services set forth in the Scope of Work (the Services")
  - (3) Termination pursuant to the provisions of the Agreement.

### 2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

Offerors **must** be registered in the City's procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. City may, at its sole discretion, reject any offer from an Offeror who has not registered. **DO NOT CONTACT THE PROCUREMENT OFFICER REGARDING VENDOR PROFILE ISSUES OR REGISTRATION QUESTIONS OR TO REMOVE YOU FROM THE VENDOR NOTIFICATION LIST.**



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**3. SCHEDULE OF EVENTS**

<b>ACTIVITY (All times are local Phoenix time)</b>	<b>DATE</b>
Mandatory Pre-Proposal Meeting	Thursday, July 18, 2024, at 9:00 AM  Phoenix Family Advocacy Center 2120 N. Central Avenue, Suite 250 Phoenix 85004
Submittal of Written Questions by 3:00 p.m.	Friday, August 2, 2024 Inquiries shall be submitted electronically via email to <a href="mailto:hsdprocurement@phoenix.gov">hsdprocurement@phoenix.gov</a> .
Responses to Written Questions	Wednesday, August 14, 2024
Submittal Due Date by 3:00 p.m.	Friday, September 13, 2024. Bids shall be submitted electronically via email to <a href="mailto:hsdprocurement@phoenix.gov">hsdprocurement@phoenix.gov</a> . Enter the solicitation number in the email's subject line when submitting your Bid.
Award Recommendation	December 2024

The City reserves the right to change dates and/or locations as necessary.

**4. MANDATORY PRE-PROPOSAL MEETING**

Offerors must attend the pre-proposal meeting at the date, time, and location listed in the Schedule of Events. The pre-proposal meeting is mandatory and must be attended by the Program Director or their designee. An Offeror's failure to attend the pre-proposal meeting will result in disqualification from further consideration.

**5. PREPARATION OF OFFER**

**5.1.** Offers must be received by email at [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov) no later than 3:00 PM on Friday, September 13, 2024.

**5.2.** All forms provided in the Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included, or your offer may be deemed non-responsive.

**5.3.** 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



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for Offeror errors or omissions.

- 5.4.** All time periods stated as a number of days will be calendar days.
- 5.5.** It is the responsibility of all Offerors to examine the entire document, 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:
  - 5.5.1.** Consider applicable laws and/or economic conditions that may affect the cost, progress, and performance of providing the products or services.
  - 5.5.2.** Study and carefully correlate the Offeror's knowledge and observations with the solicitation and other related data.
  - 5.5.3.** Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies the Offeror has discovered in or between the solicitation and other related documents.
  - 5.5.4.** 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 and documents submitted in response to this solicitation become the property of the City and will not be returned.
  - 5.5.5.** 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 with less than any minimum specifications or criteria specified are not responsive and should not be submitted.
  - 5.5.6.** 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 quoted. Offers submitted without this product information may be considered non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products.



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**5.5.7.** Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and the extended price, the unit price will prevail unless obviously in error.

### 6. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/1843>. 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 City Council Award. Read the entire solicitation and verify that all required information is submitted with your Offer.

### 7. 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 Section 8. Inquiries.

### 8. INQUIRIES

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer at [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov) and must be received by the due date and time 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 from the date of distribution of this solicitation until after the closing date and time for the submission of Offers. **All questions concerning 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.

### 9. ADDENDA

The City will not be responsible for any oral instructions made by any employees or officers of the City regarding this solicitation. Any changes will be in the form of an addendum. **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.**

### 10. BUSINESS IN ARIZONA

The City will not enter into agreements with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the



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Arizona Corporation Commission unless the offeror asserts a statutory exception before entering into an agreement with the City.

### 11. 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.

### 12. LICENSES

**12.1.** 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. For unlicensed proposed sites, licensure must be provided to the City before site visits scheduled for November and December 2024. Offeror must submit a copy of the child care licensure maintained with the Arizona Department of Health Services for the proposed site.

**12.2.** At any time before contract execution, the City reserves the right to verify licensure and disqualify Offerors. At any time during the term of the QVL, a contract will not be awarded to an entity with more than one proposed site under enforcement within the preceding 12-month period. **Offerors with revocation of prior licensure or with any instance of substantiated child abuse will be disqualified from consideration.**

**12.3.** An Offeror with one proposed site under enforcement within the preceding 12-month period will be determined non-responsive for that site.

An Offeror with one proposed site with a severe finding within the preceding 12-month period that was not resolved in a manner acceptable to the City within 21 calendar days will be determined non-responsive for that site.

The 21-calendar day timeframe will be determined using the Statement of Deficiencies Survey Date and Citation Corrected Date. Offerors must provide justification within their proposal for sites that have severe findings on their licensure.

**12.4.** Severe findings present a danger to children and will be determined at the discretion of the City. The following are examples of severe findings on licensure:

- Lost child
- Suspected or alleged child abuse/neglect of any kind
- Fingerprint clearance card deficiencies
- Background check deficiencies





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### 13. CERTIFICATION

By signature in Attachment H – Offer Form, Offeror certifies:

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

### 14. SUBMISSION OF OFFER

#### 14.1. All Offers must be typewritten.

14.2. Electronic Offers must be received by the Department on or before 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.

14.3. 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 before the exact time and date indicated in the Schedule of Events.

14.4. If you plan to respond to this solicitation, please submit your Offer electronically via email to [hsdprocurement@phoenix.gov](mailto: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.

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

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- RFQu-24-EDU-80
- Early Head Start Early Childhood Education Services
- Offer Due Date



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

### 15. WITHDRAWAL OF OFFER

At any time before 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.

### 16. OFFER RESULTS

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

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the Offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the Offers, the City will post an award recommendation on the website. By signing and submitting their 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.

### 17. POSSIBLE REASONS FOR DISQUALIFICATION

17.1. Offer received after due date and time.

17.2. Offeror did not attend the mandatory pre-proposal meeting.

17.3. None of the proposed sites are in any Head Start Program service areas.

17.4. The proposed site has been under enforcement within the last 12 months.

17.4.1. Any one-site offer with a site that has been under enforcement within the last 12 months.

17.4.2. Any multiple-site offer with one site under enforcement within the last 12 months will be considered, but that site will be excluded from consideration.



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**17.4.3.** Any multiple-site offer with more than one site under enforcement within the last 12 months.

**17.5.** Has proposed site(s) with a severe finding within the last 12 months that was not resolved within 21 calendar days in a manner acceptable to the City.

**17.5.1.** Any one-site offer with a site that has had a severe finding within the last 12 months that was not resolved within 21 calendar days in a manner acceptable to the City.

**17.5.2.** Any multiple-site offer with a site that has had a severe finding within the last 12 months that was not resolved within 21 calendar days in a manner acceptable to the City will be considered, but the site will be excluded from consideration. See Section I (12.4) for more information about severe findings.

**17.6.** Revocation of prior licensure or with any instance of substantiated child abuse.

**17.7** The organization is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**17.9.** Not registered with the Arizona Corporation Commission to transact business in the State of Arizona or in good standing. Not applicable if your organization qualifies for a statutory exemption.

**17.10.** The offer was missing a required submittal.

**17.11.** Disqualification is at the sole discretion of the City.

## **18. EVALUATION CRITERIA**

Offerors must specifically address the following criteria, listed in general order of importance for evaluation and selection purposes:

- Program Operations - Program Structure
- Curricula
- Enrollment and Attendance
- Child Screening and Assessment
- Inclusion
- Parent and Family Engagement
- Father Engagement
- Safety Practices
- Health Practices



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- Nutrition
- Mental Health Practices
- Transitions for Children From Birth Through Age Two
- Human Resources Management
- Program Management and Continuous Quality Improvement
- Program Organization Chart
- Fiscal Infrastructure
- Fiscal Capacity
- Financial Management System
- Facilities
- Personnel Matters
- Site Visit

### 19. **CONTRACT AWARD**

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are established in the service 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 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 licensing violations, including enforcements, complaints, and investigations; and,
- No safety record complaints and investigations; and,
- No vendor history of complaints and termination for convenience, cause, litigation, or lawsuits.

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple awards. Notwithstanding any other provision of this solicitation, 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.



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### 20. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any Offeror on the basis of any actual or apparent conflict of interest that is disclosed by the Offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an Offer herein waives any right to object now or at any future time before anybody or agency, including but not limited to the City Council of the City of Phoenix or any court.

### 21. SOLICITATION TRANSPARENCY POLICY

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

**21.2.** 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.

**21.3.** 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 before the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter and invite the public to participate.

**21.4.** 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.

**21.5.** This policy is intended to create a level playing field for all Offerors, assure that agreements are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY WILL 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.

**21.6.** "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting agreement(s) are awarded, or all offers or responses are rejected,



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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 cancellation of a solicitation or until the Council awards the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

### 22. PROTEST PROCESS

- 22.1.** 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.
- 22.2.** 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.
- 22.3.** 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.
- 22.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the agreement and will be harmed by the recommended award. The City will post recommendations on the City's website to award the agreement(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's complete and final discretion.
- 22.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
  - 22.5.1.** The solicitation number.
  - 22.5.2.** The name, address, and telephone number of the protester.
  - 22.5.3.** A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents.
  - 22.5.4.** The form of relief requested.
  - 22.5.5.** The signature of the protester or its authorized representative.
- 22.6.** 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



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

### **23. 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.

### **24. LATE OFFERS**

Late Offers must be rejected, except for good cause, at the City’s sole and final discretion. 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.

### **25. 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 actual 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 and final discretion of the City. By submission of a solicitation response, 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 actual or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.





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### **26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY**

- 26.1.** 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.
- 26.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness and includes terms and conditions that, if included or excluded from Offers (as the case may be), will render an Offer nonresponsive.
- 26.3.** 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.
- 26.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Contractor for late 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.
- 26.5.** 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 Agreement resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to the agreement award.
- 26.6.** 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.

### **27. OFFERS NOT WITHIN THE COMPETITIVE RANGE**

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





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### 28. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

**28.1.** 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.

**28.2.** Demonstrations - Offerors in the competitive range may be invited to present a demonstration of their solution to the City. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on a script developed by the evaluation panel. The City may also require a demonstration designed specifically for the evaluation panel. The results of the presentations will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

**28.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations, or understandings to or about any Agreement or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations, or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations, and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations, or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

**28.4.** 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 Agreement award.

### 29. BEST AND FINAL OFFERS (BAFO)

**29.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

**29.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the exact requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial



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scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

**29.3.** The Evaluation Panel will recommend the best value and most advantageous offer to the City based on the evaluation criteria.

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



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### 1. INTRODUCTION

Early Head Start programs prepare America’s most vulnerable young children to succeed in school and in life beyond school. To achieve this, Early Head Start programs support children’s growth from birth to age three through services centered around early learning and development, health, and family well-being.

The City of Phoenix (City) Early Childhood Education Program is a comprehensive school readiness program that recognizes family participation as essential and actively engages parents throughout the program to ensure strong child outcomes

The City provides Early Head Start services that are strength-based and family-centered, following the tenets that children develop in the context of their family and culture. Families are respected as the primary educators and nurturers of their children. Head Start offers family members opportunities and support for growth and change, believing that people can identify their strengths, needs, and interests and can find solutions.

### 2. PURPOSE

The City is seeking Early Head Start Early Childhood Education Service Providers to provide high-quality, individualized, and developmentally appropriate center-based educational services for children from birth to three years old. Educational services must be provided by highly effective instructional staff in accordance with the *Head Start for School Readiness Act of 2007*, *Head Start Program Performance Standards of 2016 (HSPPS)*, and the *Head Start Early Learning Outcomes Framework: Ages Birth to Five (ELOF)*.

### 3. REQUIRED GEOGRAPHICAL LOCATION

Service Providers must provide Early Head Start Early Childhood Education Services in the City’s designated service area. See Attachment G for service area zip codes. The City will distribute up to 84 slots.

It is anticipated that multiple contracts will be awarded.

### 4. AVAILABLE FUNDING

Approximate funding for these services shall not exceed \$1,344,000 annually and will be distributed among the providers. Funding is made available from the U.S. Department of Health and Human Services, Administration of Children, Youth, and Families, and is administered by the City of Phoenix Human Services Department.

### 5. DEFINITIONS AND ACRONYMS

#### City

The “Grantee” is responsible to the grant award from the U.S. Department of Health and Human Services, Administration of Children, Youth and Families.



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### **ELOF**

Early Learning Outcomes Framework: Ages Birth to Five.

### **Full Day**

Educational and/or childcare services that are provided for 6 or more hours per day.

### **Funded Enrollment**

The number of participants that the Head Start grantee is to serve, as indicated on the grant award.

### **Governing Board**

Has legal and fiscal responsibility for administering and overseeing Head Start programs, including safeguarding federal funds. The Governing Body must include at least one representative from the following professions: financial, legal, and early childhood education.

### **Early Head Start Program**

A federally funded family-centered program for low-income families with very young children that promotes the development of children and enable parents to fulfill their roles as parents.

### **Head Start Program Performance Standards (HSPPS)**

The HSPPS reflects best practices and the latest research on early childhood development and brain science. It provides grantees flexibility in achieving positive child and family outcomes and encourages the use of data to track progress and reach goals in all program areas.

### **IDEA**

Individuals with Disabilities Education Act.

### **Parent Committee**

Coordinated by the Provider and comprised exclusively of parents whose children are currently enrolled in the program.

### **Policy Committee**

A formal group of parents whose children are currently enrolled and community representatives established by the Education Service Provider.

### **Policy Council**

Coordinated by the City and comprised of parent representatives from each Education Services Provider's Policy Committee and community representatives, who participate in key decision-making and oversight for the Head Start Program.



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### **Service Provider**

A vendor contracted to provide the educational portion of the HSPPS.

### **Resilience**

Refers to the child's everyday resilience in dealing with both his or her present environment and later responsibilities in school and life. Social competence takes into account the interrelatedness of social, emotional, cognitive, and physical development.

### **Volunteer**

An unpaid person who is trained to assist in implementing ongoing program activities on a regular basis under the supervision of a staff person in areas such as health, education, nutrition, and management.

## **6. SERVICE REQUIREMENTS**

Service Providers must meet federal Head Start regulations and applicable national and state childcare regulations listed in the Agreement. For further explanation of the service requirements, The Head Start Program Performance Standards and the Improving Head Start for School Readiness Act of 2007 can be accessed at [www.acf.hhs.gov/programs/ohs/policy](http://www.acf.hhs.gov/programs/ohs/policy). These documents should be used as guidelines when creating processes, policies, and procedures when serving enrolled Head Start children and families in your agency.

### **SERVICE PROVIDER shall:**

Comply with the following programmatic and administrative requirements based on the Head Start Performance Standards and other Regulations as defined in U.S. Code Citation: 42 USC 9801 et seq. under the authority at 42 U.S.C. 9801 et seq., subchapter B of 45 CFR chapter XIII:

#### **6.1. Program Governance (HSPPS 1301)**

##### **SERVICE PROVIDER shall:**

- a) Establish a Policy Committee that meets monthly and participates in key decision-making and oversight of the Head Start contracted services.
- b) Participate in the Policy Council by electing parent representative(s) to sit on the Council.
- c) Establish Parent Committees at the center level, implementing the Requirements of Parent Committees as stated in HSPPS [1301.4](#).

##### **CITY shall:**

- a) Conduct monthly Policy Council and Governing Board meetings.



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- b) Provide appropriate training and technical assistance or orientation to the governing body, any advisory committee members, and the Policy Council.
- c) Facilitate Parent Committee meetings in collaboration with the Service Provider.

### 6.2. **Program Operations** ([HSPPS 1302](#))

#### **Eligibility, Recruitment, Selection, Enrollment and Attendance**

##### **SERVICE PROVIDER shall:**

- a) Assist the City with outreach activities and recruiting the most vulnerable children for the program.
- b) Collaborate with the City to make classroom assignments based on selected children.
- c) Ensure classroom space for contracted funded enrollment.
- d) Collaborate with the City to fill vacancies as they occur, but no later than 30 days.
- e) Contact the family and complete the final steps for enrollment.
- f) Enter child attendance daily in the City approved system.
- g) Maintain accurate attendance records that include the reason for absence.
- h) Ensure a minimum of 85% average daily attendance.
- i) Collaborate with City and enrolled families to address chronic absenteeism.
- j) Prohibit the use of suspension or expulsion from Early Head Start due to a child's behavior.
- k) Classroom closures must be reported (via email, text, or phone call) within 24 hours to one of the City's program coordinators. Justification for the closure must be included in the report.

##### **CITY shall:**

- a) Conduct a Community Needs Assessment and define the Service Area.
- b) Coordinate outreach activities.



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- c) Recruit those most in need of Head Start services, including previously underserved populations.
- d) Conduct Early Head Start intakes and determine the eligibility of children.
- e) Ensure that no more than 10% are from families that exceed low-income guidelines. Ensure that at least 10% of those served are children with disabilities.
- f) Select children based on approved selection criteria.
- g) Maintain a waiting list of 20% of the enrollment.
- h) Collaborate with Service Provider to analyze enrollment data to inform the planning process.

### 6.3. Program Structure

#### **SERVICE PROVIDER shall:**

- a) Comply with the licensure and rule requirements as defined in Title 9, Chapter 5 of the Arizona Department of Health Services Child Care Manual.
- b) Deliver center-based education and child development services in developmentally appropriate settings.
- c) Ensure teacher-child ratios (see Table [1302.21\(b\)](#)) in HSPPS for center-based group size.
- d) Provide, at a minimum, 1,380 annual hours of planned structured educational experienced.
- e) Make every effort to schedule a makeup day using existing resources if hours of planned class operations fall below the minimum requirement per year due to facility problems or emergencies.
- f) Must provide at least 35 square feet of usable classroom space per child and at least 75 square feet of usable outdoor play space per child.



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### 6.4. Education and Child Development Program Services ([HSPPS 1302 Subpart C](#))

**SERVICE PROVIDER shall:**

- a) Provide high-quality early education and child development services, including children with disabilities, that promote children’s cognitive, social, and emotional growth for later success in school.
- b) Deliver developmentally, culturally, and linguistically appropriate learning experiences in language, literacy, mathematics, social and emotional functioning, approaches to learning, science, physical skills, and creative arts.

### 6.5. Teaching and Learning Environment

**SERVICE PROVIDER shall:**

- a) Ensure teachers and other relevant staff provide responsive care, effective teaching, and an organized learning environment that promotes healthy development and children’s skill growth aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five (ELOF), including children with disabilities.
- b) Support implementation of learning environment with integration of regular and ongoing supervision and a system of individualized and ongoing professional development.
- c) Provide teaching practices that emphasize nurturing and responsive practices, interactions, and environments that foster trust and emotional security; are communication and language rich; promote critical thinking and problem-solving; social, emotional, behavioral, and language development; provide supportive feedback for learning; motivate continued effort; and support all children’s engagement in learning experiences and activities.
- d) Integrate child assessment data in individual and group planning.
- e) Include developmentally appropriate learning experiences in language, literacy, social and emotional development, math, science, social studies, creative arts, and physical development that are focused toward achieving progress outlined in the Head Start Early Learning Outcomes Framework: Ages Birth to Five (ELOF).
- f) Provide dual language learners with teaching practices that focus on both English language acquisition and the continued development of the home language.
- g) If staff do not speak the home language of all children in the learning environment, include steps to support the development of the home language for dual





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language learners such as having culturally and linguistically appropriate materials available and other evidence-based strategies.

- h) Ensure teachers implement well-organized learning environments with developmentally appropriate schedules, lesson plans, and indoor and outdoor learning experiences that provide adequate opportunities for choice, play, exploration, and experimentation among a variety of learning, sensory, and motor experiences.
- i) Include teacher-directed and child-initiated activities, active and quiet learning activities, and opportunities for individual, small group, and large group learning activities.
- j) Provide age-appropriate equipment, materials, supplies, and physical space for indoor and outdoor learning environments, including functional space. The equipment, materials, and supplies must include any necessary accommodations, and the space must be accessible to children with disabilities. Programs must change materials intentionally and periodically to support children's interests, development, and learning.
- k) Implement an intentional, age-appropriate approach to accommodate children's need to nap or rest. A program must provide alternative quiet learning activities for children who do not need or want to rest or nap.
- l) Implement snacks and mealtimes in ways that support development and learning. Snacks and mealtimes must be structured and used as learning opportunities that support teaching staff-child interactions and foster communication and conversations that contribute to a child's learning, development, and socialization. Programs are encouraged to meet this requirement with family-style meals when developmentally appropriate.
- m) Provide sufficient time for children to eat, not use food as a reward or punishment, and not force children to finish their food.
- n) Approach routines, such as hand washing and diapering, and transitions between activities, as opportunities for strengthening development, learning, and skill growth.
- o) Recognize physical activity as important to learning and integrate intentional movement and physical activity into curricular activities and daily routines in ways that support health and learning. A program must not use physical activity as a reward or punishment.



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### 6.6. Curricula

**SERVICE PROVIDER shall:**

- a) Implement developmentally appropriate research-based early childhood curricula, including additional curricular enhancements approved by the City as required in the Head Start Birth to Five Policy Council Bylaws.  
[Curriculum Consumer Report | ECLKC \(hhs.gov\)](#)
  - 1) Are based on scientifically valid research and have standardized training procedures and curriculum materials to support implementation.
  - 2) Are aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five (ELOF) and State early learning and development standards; and are sufficiently content-rich to promote measurable progress toward development and learning outlined in the Framework.
  - 3) Have an organized developmental scope and sequence that includes plans and materials for learning experiences based on developmental progressions and how children learn.
- b) Support staff in effectively implementing curricula, monitor curriculum implementation and fidelity, and provide support, feedback, and supervision for continuous improvement through a system of training and professional development.

### 6.7. Child Screening and Assessments

**SERVICE PROVIDER shall:**

- a) In collaboration with each child’s parent and with parental consent, complete a developmental, and social and emotional screening to identify strengths and concerns regarding a child’s developmental, behavioral, motor, language, social, cognitive, and emotional skills. The developmental screening must be completed within 45 calendar days of enrollment, and the social-emotional screening must be completed between 30 and 45 calendar days of enrollment. Refer to the City of Phoenix Head Start Birth to Five Procedures Manual at:  
<https://www.phoenix.gov/humanservicessite/Documents/HSB25-Procedure- Manual.pdf>
- b) Use one or more city-approved, research-based, developmental standardized screening tools to complete the screenings.
- c) Review screening results with the parent and promptly and appropriately address any needs. All screening results must be entered into ChildPlus. All parents will receive a Now and Forever Booklet when discussing social/emotional results,



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which will be purchased by the Service Provider.

- d) Submit a referral to the Behavior Support Specialist for a teacher consult when warranted see Head Start Birth to Five Procedures Manual.
- e) Enhance skills in concern areas and identify activities to individualize for children.
- f) Children who do not pass the development screening will be referred to the local agency for a full evaluation at the [Arizona Early Intervention Program](#).

### **CITY shall:**

- a) Identify and purchase the social-emotional tool and the online platform to be utilized.

## **6.8. Parent and Family Engagement in Education and Child Development Services**

### **SERVICE PROVIDER shall:**

- a) Structure education and child development services to recognize parents' roles as children's lifelong educators and encourage parents to engage in their children's education.
- b) Offer opportunities for parents and family members to be involved in the program's education services and implement policies to ensure:
  - 1) The program's settings are open to parents during all program hours.
  - 2) Teachers regularly communicate with parents to ensure they are well-informed about their child's routines, activities, and behavior.
  - 3) Teachers hold parent conferences, as needed, but no less than two times per program year, to enhance the knowledge and understanding of both staff and parents of the child's education and developmental progress and activities in the program.
  - 4) Parents have the opportunity to learn about and provide feedback on selected curricula and instructional materials used in the program.
  - 5) Parents and family members have opportunities to volunteer in the class and during group activities.
  - 6) Teachers inform parents about the purposes of and the results of screenings and assessments and discuss their child's progress.



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- 7) All center-based teachers conduct at least two home visits per program year for each family, to engage the parents in the child’s learning and development, except that such visits may take place at a program site or another safe location that affords privacy at the parent’s request or if a visit to the home presents significant safety hazards for staff. A brief description of the home visit will be entered into Child Plus under the “Education tab.”

**CITY shall:**

- a) Provide guidance on developmentally appropriate curriculum.
- b) Provide content area support, professional development, and training and technical assistance.
- c) Conduct implementation of monitoring for quality improvement.

### 6.9. Health Services

**SERVICE PROVIDER shall:**

- a) Collaborate with parents as partners in their children's health and well-being in a linguistically and culturally appropriate manner and communicate with parents about their child’s health needs and development concerns in a timely and effective manner.
- b) Share with parents the policies for health emergencies that require rapid response on the part of staff or immediate medical attention.
- c) Assist City with either obtaining or performing evidence-based vision and hearing screenings within 45 calendar days after the child first attends the program.
- d) Assist the City in identifying each child’s nutritional health needs, special dietary requirements, and food allergies.
- e) Create a special health care plan for each child requiring medication while in the classroom. Refer to the City of Phoenix Head Start Birth to Five Procedure Manual. <https://www.phoenix.gov/humanservicessite/Documents/HSB25-Procedure-Manual.pdf>

**CITY shall:**

- a) Provide parents resources and professional development on accessing health insurance and online health portals.
- b) Assist parents in reading and understanding diagnostic and treatment procedures and care plans.



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- c) Identify community resources on health-related topics for children and families.

### 6.10. Oral Health Practices

**SERVICE PROVIDER shall:**

- a) Promote effective oral health hygiene to all program participants with teeth, ensuring children are assisted by appropriate staff or volunteers, if available.
- b) Embed oral health care activities into the daily routine.

**CITY shall:**

- a) Provide dental resources to families of enrolled children who are ineligible for dental insurance.
- b) Provide oral health education and resources to staff and parents.

### 6.11. Child Nutrition

**SERVICE PROVIDER shall:**

- a) Implement nutrition services that are culturally and developmentally appropriate, meet the nutritional needs of and accommodate the feeding requirements of each child, including children with special dietary needs and children with disabilities.
- b) Feed infants and toddlers according to their individual developmental readiness and feeding skills as recommended in USDA requirements outlined in 7 CFR parts 210, 220, and 226, and ensure infants and young toddlers are fed on demand to the extent possible.
- c) Ensure bottle-fed infants are never laid down to sleep with a bottle.
- d) Promote breastfeeding, including providing facilities to properly store and handle breast milk and make accommodations, as necessary, for mothers who wish to breastfeed during program hours, and if necessary, provide referrals to lactation consultants or counselors.
- e) Ensure each child in a program that operates for 6 hours or more per day receives meals and snacks that provide one-half to two-thirds of the child's daily nutritional needs, depending upon the length of the program day.
- f) Serve ages 1 to 3 meals and snacks that conform to USDA requirements in 7 CFR parts 210, 220, and 226 and are high in nutrients and low in fat, sugar, and salt.



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- g) Provide a nourishing breakfast to all children in morning center-based settings who have not received breakfast upon arrival at the program.
- h) Make safe drinking water available to children during the program day.
- i) Make needed meal or snack modifications or accommodations for children due to medical conditions or food allergies.
- j) Feed infants and toddlers according to their individual developmental readiness and feeding skills as recommended in USDA req. outlined in 7 CFR parts 210.220 and 226.
- k) Work in collaboration with the City of Phoenix Nutrition Specialist to provide special meal modification process per the City of Phoenix Head Start Birth to Five Procedure Manual.

**CITY shall:**

- a) Provide nutrition resources and education to staff and families.
- b) Oversee special meal modifications for children requiring substitutions and accommodations due to medical conditions or food allergies.

### 6.12. Child Mental Health and Social and Emotional Well-Being

**SERVICE PROVIDER shall:**

- a) Focus on social and emotional development in children and foster these skills in a nurturing environment.
- b) Provide supports for effective classroom management and positive learning environments; supportive teacher practices; and strategies for supporting children with challenging behaviors and other social, emotional, and mental health concerns.
- c) Follow the City referral process to request strategies to improve classroom management.
- d) Ensure teacher's participation in classroom mental health interventions.
- e) Prohibit or severely limit the use of suspension due to a child's behavior. See City of Phoenix Head Start Birth to Five Procedure Manual regarding suspension expulsion.



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### **City shall:**

- a) Provide licensed mental health professionals to provide mental health services to assess and promote the social and emotional well-being of children in the classroom.
- b) Provide consultations to teaching teams on social-emotional assessments.
- c) Provide mental health consultations to teaching teams or families – See City of Phoenix Head Start Birth to Five Procedure Manual for process.
- d. Provide mental health resources and education to staff and families.

### **6.13. Family Support Services for Health, Nutrition and Mental Health**

#### **SERVICE PROVIDER shall:**

- a) Collaborate with City to provide opportunities for parents to learn about preventive medical and oral health care, mental health care, emergency first aid, environmental hazards, and health and safety practices for the home, including health and developmental consequences of tobacco products use and exposure to lead, and safe sleep.
- b) Collaborate with City to provide opportunities for parents to discuss their child's nutritional status with staff, including the importance of physical activity, healthy eating, and the negative health consequences of sugar-sweetened beverages, and how to select and prepare nutritious foods that meet the family's nutrition and food budget needs.
- c) Collaborate with City to provide opportunities for parents to learn about appropriate vehicle and pedestrian safety for keeping children safe.

#### **City shall:**

- a) Provide a research-based parenting curriculum offered to families.
- b) Provide support to parents in navigating health systems to meet the general health needs and specifically identified needs of their children.
- c) Assist families in understanding the results of diagnostic and treatment procedures as well as ongoing care plans.
- d) Provide a post-partum depression screening to new mothers and to mothers who enroll a child under one year of age.



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### 6.14. Safety Practices

**SERVICE PROVIDER shall:**

- a) Consult Caring for Our Children Basics, available at <https://www.acf.hhs.gov/sites/default/files/eecd/caringforourchildrenbasics.pdf> or additional information to develop and implement adequate safety policies and practices described in this part.
- b) Ensure implementation of Active Supervision strategies.
- c) All facilities where children are served, including areas for learning, playing, sleeping, toileting, and eating, are at a minimum:
  - 1) Meet licensing requirements in accordance with §§1302.21(d)(1) and 1302.23(d).
  - 2) Clean and free from pests.
  - 3) Free from pollutants, hazards, and toxins that are accessible to children and could endanger children's safety.
  - 4) Designed to prevent child injury and free from hazards, including choking, strangulation, electrical, and drowning hazards, hazards posed by appliances and all other safety hazards.
  - 5) Well lit, including emergency lighting.
  - 6) Equipped with safety supplies that are readily accessible to staff, including, at a minimum, fully equipped and up-to-date first aid kits and appropriate fire safety supplies.
  - 7) Free from firearms or other weapons that are accessible to children.
  - 8) Designed to separate toileting and diapering areas from areas for preparing food, cooking, eating, or children's activities.
  - 9) Kept safe through an ongoing system of preventative maintenance.
- d) Ensure indoor and outdoor play equipment, cribs, cots, feeding chairs, strollers, and other equipment used in the care of enrolled children, and as applicable, other equipment and materials meet standards set by the Consumer Product Safety Commission (CPSC) or the American Society for Testing and Materials International (ASTM). All equipment and materials, at a minimum, must be:





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- 1) Clean and safe for children’s use and appropriately disinfected.
  - 2) Accessible only to children for whom they are age-appropriate.
  - 3) Designed to ensure appropriate supervision of children at all times.
  - 4) Allow for the separation of infants and toddlers from preschoolers during play in center-based programs.
  - 5) Kept safe through an ongoing system of preventative maintenance.
- e) Ensure staff have complete background checks in accordance with HSPPS §1302.90(b).
- f) In accordance with HSPPS §130.2.47 (b)(4), Ensure staff with regular child contact have initial orientation training within 3 months of hire and ongoing training in all state, local, tribal, federal, and program-developed health, safety, and child care requirements to ensure the safety of children in their care; including, at a minimum, and as appropriate based on staff roles and ages of children they work with, training in:
- 1) Prevention and control of infectious diseases.
  - 2) Prevention of sudden infant death syndrome and use of safe sleeping practices.
  - 3) Administration of medication consistent with standards for parental consent.
  - 4) Prevention and response to emergencies due to food and allergic reactions.
  - 5) Building and physical premises safety, including identification of and protection from hazards, bodies of water, and vehicular traffic.
  - 6) Prevention of shaken baby syndrome, abusive head trauma, and child maltreatment.
  - 7) Emergency preparedness and response planning for emergencies.
  - 8) Handling and storage of hazardous materials and the appropriate disposal of bio-contaminants.
  - 9) Appropriate precautions in transporting children, if applicable.
  - 10) First aid and cardiopulmonary resuscitation.



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- 11) Recognition and reporting of child abuse and neglect in accordance with the requirements described in HSPPS §130.2.47 (b)(5).
- g) Ensure staff with no regular responsibility for or contact with children have initial orientation training within 3 months of hire; ongoing training in all state, local, tribal, federal, and program-developed health and safety requirements applicable to their work; and training in the program’s emergency and disaster preparedness procedures.
- h) Safety practices. All staff and consultants follow appropriate practices to keep children safe during all activities, including, at a minimum:
- 1) Reporting of suspected or known child abuse and neglect, including that staff comply with applicable federal, state, local, and tribal laws.
  - 2) Safe sleep practices, including ensuring that all sleeping arrangements for children under 18 months of age use firm mattresses or cots, as appropriate, and for children under 12 months, soft bedding materials or toys must not be used.
  - 3) Appropriate indoor and outdoor supervision of children at all times.
  - 4) Only releasing children to an authorized adult.
  - 5) All standards of conduct described in HSPPS §130.27 (b)(5).
- i) Hygiene practices. All staff systematically and routinely implement hygiene practices that, at a minimum, ensure:
- 1) Appropriate toileting, hand washing, and diapering procedures are followed.
  - 2) Safe food preparation.
  - 3) Exposure to blood and body fluids is handled consistent with the standards of the Occupational Safety Health Administration.
- j) Administrative safety procedures. Programs establish, follow, and practice, as appropriate, procedures for, at a minimum:
- 1) Emergencies.
  - 2) Fire prevention and response.



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- 3) Protection from contagious diseases, including appropriate inclusion and exclusion policies for when a child is ill, and from an infectious disease outbreak or pandemic, including appropriate notifications of any reportable illness.
  - 4) The handling, storage, administration, and record of administration of medication.
  - 5) Maintaining procedures and systems to ensure children are only released to an authorized adult.
  - 6) Child-specific health care needs and food allergies that include accessible plans of action for emergencies. For food allergies, a program must also post individual child food allergies prominently where staff can view wherever food is served.
- k) Disaster preparedness plan. The program has all-hazards emergency management/disaster preparedness and response plans for more and less likely events including natural and manmade disasters and emergencies, and violence in or near programs.
- l) Report any safety incidents in accordance with City policy and procedures.
- m) Ensure staff with regular child contact have initial orientation training within 3 months of hire and ongoing training in standards of conduct to ensure the safety of children in their care, including, at a minimum, and as appropriate based on staff roles and ages of children they work with, training that staff must not:
- 1) Use corporal punishment.
  - 2) Use isolation to discipline a child.
  - 3) Bind or tie a child to restrict movement or tape a child's mouth.
  - 4) Use or withhold food as a punishment or reward.
  - 5) Use toilet learning/training methods that punish, demean, or humiliate a child.
  - 6) Use any form of emotional abuse, including public or private humiliation or rejection.
  - 7) Physically abuse a child.



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8) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or the child's family.

9) Use physical activity or outdoor time as a punishment or reward.

### **CITY shall:**

- a) Track and maintain child health services.
- b) Provide height, weight, blood pressure, vision, and hearing screenings.
- c) Facilitate medical, dental, and mental health follow-up services.
- d) Track behavioral/emotional health screening.
- e) Link families to an ongoing source of medical care.
- f) Involve parents in all medical, dental, and mental health care.
- g) Provide the Service Provider with medical, dental, and mental health status reports.
- h) Submit the State's required Immunization Report.
- i) Track and monitor asthma and health care plans.
- j) Provide nutrition consultations through the referral system based on children's needs.
- k) Track and monitor special meal modifications and nutrition care plans.
- l) Provide a regular schedule of on-site mental health services to support parent and staff efforts to address children's needs.
- m) Coordinate opportunities for parents to learn about preventive medical and oral health care, emergency first aid, environmental hazards, and health and safety practices for the home, including the health and developmental consequences of tobacco product use and exposure to lead and safe sleep.
- n) Coordinate opportunities for parents to discuss their child's nutritional status with staff, including the importance of physical activity, healthy eating, and the negative health consequences of sugar-sweetened beverages, and how to select and prepare nutritious foods that meet the family's nutrition and food budget needs.



## SECTION II – SCOPE OF WORK

CITY OF PHOENIX

- o) Coordinate opportunities for parents to learn about appropriate vehicle and pedestrian safety for keeping children safe.
- p) Implement strategies to identify and support children with mental health and social and emotional concerns.
- q) Collaborate with parents to promote children’s health and well-being by providing medical, oral, nutrition, and mental health education support services that are easy for people to understand.
- r) Provide content area support, training, and technical assistance from the Content Area Specialists.

### 6.15. Family and Community Engagement Services

#### **SERVICE PROVIDER shall:**

- a) Recognize parents as their children’s primary teachers and nurturers and implement intentional strategies to engage parents in their children’s learning and development and support parent-child relationships, including specific strategies for father engagement.
- b) Develop relationships with parents to encourage trust and respectful, ongoing two-way communication between staff and parents to create welcoming program environments that incorporate the unique cultural, ethnic, and linguistic backgrounds of families in the program and community.
- c) Provide parents with opportunities to participate in the program as employees or volunteers.
- d) Collaborate with City to offer activities that support parent-child relationships and child development including language, dual language, literacy, and bi-literacy development as appropriate.
- e) Provide parents with information about the importance of their child’s regular attendance.
- f) Provide parents who are dual language learners with information and resources about the benefits of bilingualism and biliteracy.
- g) Make referrals to caseworkers for social services or crisis situations as staff become aware of them through the electronic data system; refer to City of Phoenix Head Start Birth to Five Procedure Manual.



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### **CITY shall:**

- a) Develop and support family partnership agreements.
- b) Provide information and referral services.
- c) Respond to and follow up on referrals.
- d) Provide emergency and crisis assistance.
- e) Provide parent involvement and education activities that are responsive to parents' needs as individuals and as members of a group.
- f) Implement opportunities for parents to participate in a research-based parenting curriculum.

### **6.16. Father/Male Role Model Engagement**

#### **SERVICE PROVIDER shall:**

- a) Ensure father-friendly spaces with welcoming pictures, materials, and furniture.
- b) Ensure flexible staff schedules if needed to accommodate fathers' availability for meetings.
- c) Promote inclusive communication by including fathers in parent-teacher conferences and other activities related to their children.
- d) Plan program activities designed for fathers that strengthen parent-child connections, including school readiness and transitions, and invite their feedback.
- e) Support a coordinated approach for the program's training and professional development system. Ensure the system supports positive, culturally responsive family and father engagement practices.
- f) Affirm the role of fathers in their child's development during staff training.
- g) Plan professional development opportunities for staff, parent leaders, and fathers with a focus on areas of interest to fathers.
- h) Offer staff development and reflective practice opportunities to address biases and attitudes that interfere with building positive staff-father relationships.
- i) Value fathers' role in strategic planning and continuous program improvement.



## SECTION II – SCOPE OF WORK

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- j) Include fathers in assessing and monitoring progress toward each program goal or objectives.

### **CITY shall:**

- a) Implement policies and procedures to include fathers in the family partnership process.
- b) Emphasize the importance of recruiting fathers and inviting their participation in the program.
- c) Emphasize the development of positive staff relationships with fathers that focus on their goals for their children, their families, and themselves.
- d) Show respect for the diversity of fathers' experiences and their goals.
- e) Use a parenting curriculum that recognizes the unique role of fathers in their child's life.
- f) Engage male family members and father figures as important contributors to the school readiness of children and the well-being of families and communities.
- g) Partner with community organizations and look for opportunities to extend community services for fathers.
- h) Develop networks, peer-to-peer groups, and volunteer opportunities that support fathers' goals and strengthen connections with other fathers and community resources.
- i) Emphasize the importance of recruiting fathers and inviting their participation in the program.
- j) Support the staff responsible for enrolling families to ensure they make outreach efforts where fathers live and work.
- k) Build collaborations across organizations to ensure continuity of service delivery for fathers and their families.

### **6.17. Transition Services - Center-Based Early Head Start (children birth to age 2)**

- a) Collaborate with parents of enrolled children to implement strategies and activities that will help parents advocate for and promote successful transitions for their children, including their continued involvement in the education and development of their child.



## SECTION II – SCOPE OF WORK

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- b) Provide strategies and activities that:
- 1) Help parents understand their child’s progress.
  - 2) Help parents understand practices for effectively supporting their children during their transition into a formal educational setting or a new classroom environment.
  - 3) Prepare parents to exercise their rights and responsibilities concerning the education of their children in the educational setting, including services and supports available to children with disabilities and various options for their child to participate in language instruction educational programs.
  - 4) Assist parents in ongoing communication with teachers and other school personnel so that parents can participate in decisions related to their children’s education.

### 6.18. Human Services Management

**SERVICE PROVIDER shall:**

Recruit and select qualified staff who possess the knowledge, skills, education, and experience needed to provide quality, comprehensive, and culturally sensitive services to children and families in the program. Each staff person who provides direct services to children will have a professional development plan that is updated annually to ensure the highest quality of services is maintained.

### 6.19. Policies and Procedures

**SERVICE PROVIDER shall:**

- a) Develop and implement a Human Resources Management Guide, which shall be made available to staff and includes the following at a minimum:

- Assurance of Being an Equal Opportunity Employer
- Background Checks
- Child Abuse Reporting Procedures
- Classroom Staffing
- Declaration Exclusions
- Employee Grievance Procedure
- Head Start Director Qualifications
- Job Descriptions
- Organizational Structure
- Performance Appraisals
- Probationary Period





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Recruitment, Selection, & Termination  
Staff Qualifications – General  
Staff and Volunteer Health  
Standards of Conduct – HSPPS  
Teacher Qualifications (Head Start Act 648-A)  
Training and Development for Staff and Volunteers

- b) Before a person is hired, directly or through contract, including transportation staff and contractors, a program must conduct an interview, verify references, conduct sex offender registry checks, and obtain one of the following:
  - 1) State or tribal criminal history records, including fingerprint checks or
  - 2) Federal Bureau of Investigation criminal history records, including fingerprint checks.
- c) A program has 90 days after an employee is hired to complete the background check process by obtaining:
  - 1) Whichever check listed in paragraph (b)(1) of this section was not obtained prior to the date of hire; and,
  - 2) Child abuse and neglect state registry check.
- d) Review the information found in each employment application and complete background check to assess the relevancy of any issue uncovered by the complete background check, including any arrest, pending criminal charge, or conviction, to determine whether the prospective employee can be hired or the current employee must be terminated.
- e) Notify the Grantee's Quality Assurance Manager or designee of all new employees within seven (7) business days and provide the following information:
  - 1) Employee's name
  - 2) Position
  - 3) Background screening dates
  - 4) Education level
  - 5) Copy of the Fingerprint Clearance Card or Application
  - 6) Hire Date
- f) Conduct the complete background check for each employee, consultant, or contractor at least once every 3 years, which must include each of the four checks



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listed in HSPPS 1302.90 paragraphs (b)(1) and (2) of this section, and review and make employment decisions based on the information as described in paragraph (b)(3) of this section.

- g) Conduct the complete background check for each employee, consultant, or contractor at least once every five (5) years, which must include each of the four checks listed in HSPPS 1302.90 paragraphs b)(1) and (2) of this section, and review and make employment decisions based on the information as described in paragraph (b)(3) of this section.
- h) Provide the Grantee's Quality Assurance Manager or designee with the results of the 5-year background screening, including dates. Ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct in accordance with 1302.90 (c)(1) of the Head Start Act.
  - 1) Service Provider must follow their District's policies and regulations regarding handling the standards of conduct violations.
  - 2) Service Provider must notify City within 24 hours of a standards of conduct violation.
  - 3) Service Provider must provide the City with the results of its investigation and disciplinary action plan within 10 business days of the incident.
  - 4) City may require the removal of reported staff from the classroom until the investigation is completed.
  - 5) Staff removed from a classroom pending investigation may not be paid with Head Start funds.
  - 6) If a site receives 2 or more violations in any 12-month period, the City may require that the site be closed in its sole and absolute discretion.
- i) Ensure staff, consultants, contractors, and volunteers implement positive strategies to support children's well-being and prevent and address challenging behavior;
- j) Ensure staff, consultants, contractors, and volunteers do not maltreat or endanger the health or safety of children, including, at a minimum, that staff must not:
  - 1) Use corporal punishment.
  - 2) Use isolation to discipline a child.
  - 3) Bind or tie a child to restrict movement or tape a child's mouth.
  - 4) Use or withhold food as a punishment or reward.



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- 5) Use toilet learning/training methods that punish, demean, or humiliate a child.
- 6) Use any form of emotional abuse, including public or private humiliation, ignoring, or corrupting a child.
- 7) Physically abuse a child.
- 8) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or the child's family.
- 9) Use physical activity or outdoor time as a punishment or reward.
- k) Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
- l) Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with HSPPS subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws.
- m) Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.
- n) Personnel policies and procedures must include appropriate penalties for staff, consultants, and volunteers who violate the standards of conduct.
- o) Ensure staff and program consultants or contractors are familiar with the ethnic backgrounds and heritages of families in the program and are able to serve and effectively communicate, either directly or through interpretation and translation, with children who are dual language learners and to the extent feasible, with families with limited English proficiency.
- p) If a majority of children in a class speak the same language, at least one class staff member must speak such language.

### 6.20. Staff Qualifications

#### **SERVICE PROVIDER shall:**

- a) Ensure all staff, consultants, and contractors engaged in the delivery of program services have sufficient knowledge, training and experience, and competencies to



## SECTION II – SCOPE OF WORK

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fulfill the roles and responsibilities of their positions and to ensure high-quality service delivery in accordance with the program performance standards.

- b) Ensure an Early Head Start director has, at a minimum, a baccalaureate degree and experience in supervision of staff, fiscal management, and administration.
- c) Ensure a fiscal officer is a certified public accountant or has, at a minimum, a baccalaureate degree in accounting, business, fiscal management, or a related field.
- d) Ensure staff that serve as education managers or coordinators, including those that serve as curriculum specialists, have a baccalaureate or advanced degree in early childhood education or a baccalaureate or advanced degree and equivalent coursework in early childhood education with early education teaching experience.
- e) Ensure all teachers meet the requirements of Public Law 110-134 Improving Head Start for School Readiness Act of 2007, Section 648A(a)(3)(B), Staff Qualifications and Development.
- f) Ensure center-based teachers, assistant teachers, demonstrate competency to provide effective and nurturing teacher-child interactions, plan and implement learning experiences that ensure effective curriculum implementation and use of assessment and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five (ELOF) and applicable state early learning and development standards, including for children with disabilities and dual language learners, as appropriate.

### 6.21. Training and Professional Development

#### **SERVICE PROVIDER shall:**

- a) Provide an orientation to all new staff, consultants, and volunteers that focuses on, at a minimum, the goals and underlying philosophy of the Head Start program and on ways they are implemented.
- b) Implement a systematic approach to staff training and professional development designed to assist staff in acquiring or increasing the knowledge and skills needed to provide high-quality, comprehensive services within the scope of their job responsibilities, and attached to academic credit as appropriate. All new instructional staff must participate in New Employee Orientation provided by the City prior to working with children or, at a minimum, complete an individualized orientation within 30 days of hire that includes the following:



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- Head Start overview
  - Active Supervision – full 4-hour training provided by City staff
  - Initial two-day curriculum training
  - Ongoing assessment training – complete modules within first 90 days of hire
  - School Readiness – overview provided by City staff and module in EDvantage
  - Standards of Conduct – HSPPS
- 1) Staff completing a minimum of 18 clock hours of professional development per year in accordance with Arizona Administrative Code, Title 9, Chapter 5, Section R9-5-403(B1). In addition, for teaching staff, such professional development must meet the requirements described in Section 648A(a)(1) and (5) of Public Law 110-134 Improving Head Start for School Readiness Act of 2007.
  - 2) Training on methods to handle suspected or known child abuse and neglect cases that comply with applicable federal, state, local, and tribal laws.
  - 3) Research-based approaches to professional development for education staff that are focused on effective curricula implementation, knowledge of the content in Head Start Early Learning Outcomes Framework: Ages Birth to Five (ELOF), partnering with families, supporting children with disabilities and their families, providing effective and nurturing adult-child interactions, supporting dual language learners as appropriate, appropriate ways to address challenging behaviors, preparing children and families for transitions and use of data to individualize learning experiences to improve outcomes for all children.
- c) Establish policies that ensure assessment results are not used to solely determine punitive actions for staff identified as needing support without providing time and resources for staff to improve.
  - d) Participate in the City-coordinated Professional Development.

### 6.22. Staff Health and Wellness

#### **SERVICE PROVIDER shall:**

- a) Ensure each staff member has an initial health examination and a periodic re-examination as recommended by their health care provider in accordance with state, tribal, or local requirements, which include screeners or tests for communicable diseases, as appropriate.



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- b) Make mental health and wellness information available to staff regarding health issues that may affect their job performance and must provide regularly scheduled opportunities to learn about mental health, wellness, and health education.
- c) Ensure regular volunteers have been screened for appropriate communicable diseases.
- d) Ensure children are never left alone with volunteers.

### **CITY shall:**

- a) Implement a research-based, coordinated coaching strategy for education staff that:
  - 1) Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit most from intensive coaching.
  - 2) At a minimum, provides opportunities for intensive coaching to those education staff identified through the process in HSPPS 1302.92(c)(1)(2) of this section, including opportunities to be observed and receive feedback and modeling of effective teacher practices directly related to program performance goals.
  - 3) At a minimum, provide opportunities for education staff not identified for intensive coaching through the process in HSPPS 1302.92(c)(1)(3) of this section to receive other forms of research-based professional development aligned with program performance goals.
- b) Provide ongoing communication between the coach, program director, education director, and any other relevant staff.
- c) Offer wellness learning communities to education staff facilitated by the behavior support team.

### **6.23. Program Management and Quality Improvement**

#### **SERVICE PROVIDER shall:**

- a) Establish management systems that support continuous improvement and foster commitment to providing the highest level of services to children and families in accordance with legislation, regulations, and policies.
- b) Compile and share data with the City by June 30 for compliance with the Program Information Report (PIR) submission to the Office of Head Start.



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- c) Adhere to requirements for data input into City selected content management/data system.
- d) Use multiple forms of data for decision-making for improvements at child and program levels.
- e) Participate in the achievement of program goals.

**City shall:**

- a) Comply with applicable Federal regulations.
- b) Create program goals.
- c) Compile the Program Information Report (PIR) for submittal to the Office of Head Start.
- d) Share data for quality improvement.

**7. REPORTING REQUIREMENTS**

**SERVICE PROVIDER shall:**

Manage data and generate the following reports. All dates that fall on a weekend or holiday are due the following business day.

- a) All reports must be received on or before the deadline. Failure to submit the required documents by the specified dates will suspend reimbursement payments until the required documents are received. No exceptions.
- b) For any additional documentation that may be required, the City will make every effort to notify the Provider as soon as administratively feasible and will provide reasonable timeframes for submittal.

**Required Documents**

Due Date	Document	Description	Upload To
5th of each month	Bi-Weekly Invoice Non-Profit Providers	Reimbursement	ChildPlus

**SECTION II – SCOPE OF WORK****CITY OF PHOENIX**

15th of each month	Monthly Invoice All Providers	Reimbursement	ChildPlus
5th of each month	Disabilities Tally	Update Special Education Information	ChildPlus
First Monday in July	Program Calendar	Upcoming School Year	ChildPlus
First Monday in July	Self-Assessment Results	Outcomes from the previous year's ongoing program assessment	ChildPlus
First Monday in July	Ongoing Monitoring Plan	Plan to monitor own program	ChildPlus
First Monday in July	Fixed Asset List (if applicable)	Update to Include Items Worth \$5,000 or More	ChildPlus
First Monday in July	Parent/Volunteer Handbooks	Provider's parent information	ChildPlus
Last Friday in June	End of Fiscal Year Closeout Report	PIR and Reconciliation	ChildPlus
First Monday in July	Facility Location Plan	Update classroom locations, times, staff, and contact information	ChildPlus
Last Monday in July	Substitute Plan	Plan to fill staff absences	ChildPlus





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First Monday in July	Background Check and Child Abuse and Neglect Organizations Policies and Procedures	Approved policies and procedures	ChildPlus
First Monday in August	Dual Language Learner Plan	Describe how dual language learners will be supported in the classroom	ChildPlus
First Monday in August	Teaching Strategies Gold (TSG) Monitoring Plan	Describe how TSG will be monitored	ChildPlus
First Monday in August	Universal Design	Describe individualization for children	ChildPlus
Third Monday in August	Coaching Plan	Expectations of coaching, who will participate, and the level needed.	ChildPlus
Second Monday in September	Data Analysis Community Meeting Schedule	Dates for the three scheduled Data Analysis Community (DAC) meetings to review and analyze child outcomes data after the TSG Checkpoints	ChildPlus
Second Monday in September	Classroom Dual Language Learner Plan	Describe how dual language learners will be supported in the classroom.	
Within 45 calendar days of enrollment	Provider's Approved Development Screening Tool.	All children will receive a development screening	



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First Monday in November	Policy Council Representative List	Elected Representatives and Alternates	ChildPlus
Second Monday in November	School Readiness Time 1	Child Outcomes Report	ChildPlus
Last Friday in September	Curriculum Fidelity Plan	Curriculum Fidelity results and implementation	ChildPlus
First Monday in March	School Readiness Time 2	Child Outcomes Report	ChildPlus
Second Monday in June	School Readiness Time 3	Child Outcomes Report	ChildPlus
15 <sup>th</sup> of July	Yearly Final Invoice	Close out of current program year	ChildPlus
15 <sup>th</sup> of August	Final, Final Invoice	Liquidation of current program year	ChildPlus
15 <sup>th</sup> of October, January, March, July	Administrative Expense Report	Quarterly expense report	ChildPlus
15 <sup>th</sup> of January and July	Time Studies for Administrative Staff Only	Two-week snapshot of administrative and programmatic activities	ChildPlus
Within 24 Hours of the incident	Child Incident Report	Any incident that requires medical attention	ChildPlus



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Within 10 business days	Results of The Investigation and a Copy of the Disciplinary Action Plan	Reports of child abuse or neglect and standards of conduct violations	Email Written Report to the Education Division Deputy Director
Within 24 hours of the incident	No Document Required	Reports of child abuse or neglect and standards of conduct violations	By text, phone, or email to the Education Division Deputy Director
Immediately	No Document Required	Notification of unexpected school evacuation	Text or email to the Education Division Deputy Director and your Program
Within 48 hours	Updated License from ADHS, Child Care Licensure	Changes to child care license	ChildPlus

**8. LICENSURE**

**SERVICE PROVIDER shall:**

- a) Notify the City of any enforcements issued by Child Licensure within 24 hours of receipt of the notice.
- b) Provide the City with new or renewed licenses within 48 hours of being issued by uploading the license into the City’s electronic data system.

**9. UNSUPERVISED CHILD**

If a child goes unsupervised (for either sight or sound) for any amount of time, the Service Provider shall immediately implement the Unsupervised Child Emergency **Response Procedure in Exhibit B.**



**SECTION III – DRAFT AGREEMENT**  
(see the following pages)

**CITY OF PHOENIX**



**CITY OF PHOENIX, ARIZONA  
HUMAN SERVICES DEPARTMENT**

**ORGANIZATION NAME  
FOR  
EARLY HEAD START  
EARLY CHILDHOOD EDUCATION SERVICES**

**AGREEMENT NO.**

Organization Name  
Unique Entity Identifier:  
CAGE / NCAGE:

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**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF PHOENIX  
AND  
ORGANIZATION NAME**

This **AGREEMENT** is made and entered into this 1<sup>ST</sup> of February 2025 (“the Effective Date”) by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”), and **Organization Name**, an **Entity Type** in the State of Arizona (hereinafter referred to as “Service Provider”).

**RECITALS**

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute contracts for early childhood education services.
2. The City desires to obtain the services specifically set forth in this Contract.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. The Service Provider possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Contract is authorized by City Council Ordinance S-XXXXX on **December XX, 2024**.

**NOW, THEREFORE**, it is agreed by and between the parties as follows:

**1. TERM OF AGREEMENT**

- 1.1. This Contract begins on February 1, 2025, for an initial term ending on June 30, 2026. The Contract may be extended for up to 3 one-year options.
- 1.2. This Contract will terminate upon the earliest occurrence of any of the following:
  - 1.2.1. Reaching the end of the term exercised as set forth in 1.1;
  - 1.2.2. Completing the services set forth in the Scope of Work attached as **Section I, Scope of Work** (the “Services”);
  - 1.2.3. Payment of the maximum compensation under Paragraph 2 of this Contract; or
  - 1.2.4. Termination pursuant to the provisions of this Contract.

## 2. PAYMENT

- 2.1. The City shall pay the Service Provider for all Services satisfactorily performed under this Contract at the rate(s) specified in their Line-Item Budget, including all reasonable and necessary travel expenses, if approved in advance by the City and included in the Line-Item Budget and Narrative. Under this Contract, the City will pay for Services at the rate(s) specified in the Line Item and Budget Narrative that comply with requirements for Reimbursable Expenses as outlined below with no additional charges for overhead, benefits, local travel or administrative support. Payment will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.

The Service Provider must expend a minimum of 98% of the Reimbursement Ceiling amount during the Contract term. Failure to do so may result, at the City's option, in a reduction of the award amount in the following Contract period or a determination not to renew the Contract at the expiration of the term.

If additional funding is allocated, the City will execute an amendment reflecting the increase. Under no circumstances will the City authorize payment to the Service Provider that exceeds the Reimbursement Ceiling stated in the Contract without an amendment thereto in accordance with the Amendment section of these terms and conditions. Under no circumstances will the City make payment to the Service Provider for Services performed prior to or after the term of this Contract without timely extension or renewal of this Contract.

### 2.2. Invoicing

The Service Provider shall provide monthly invoices for payment in the format provided by the City by the 15th calendar day of the month following the month of service (e.g., the report for July services is due by August 15). The Service Provider is required to upload a cover sheet, monthly invoice, and supporting documentation and fulfill a 25% in-kind obligation for the submitted invoice in ChildPlus.

Additionally, the Service Provider will upload into ChildPlus an Administrative Expense Report on the 15th calendar day of the month following the end of each quarter. The Service Provider shall report expenditures on the invoice with costs incurred in accordance with the approved budget. **The City will withhold payment of the monthly invoice until all required monthly reports, as outlined in the Scope of Work, Section 3, Reporting Requirements, are submitted. No exceptions.** The Service Provider may submit invoices for reimbursement bi-monthly in the format provided by the City. The bi-monthly invoice must include a cover sheet, invoice, supporting documentation, and in-kind report as provided by the City. The Service

Provider shall report expenditures on the invoice with costs incurred in accordance with the approved budget. Invoices will be uploaded to ChildPlus.

### **2.3. Payment Recoupment**

The Service Provider must reimburse the City upon demand, or the City may deduct from future payments due to the following:

- a) Any amounts received by the Service Provider from the City for Services that have been inaccurately reported or are found to be unsubstantiated.
- b) Any amounts paid by the Service Provider to a subcontractor not authorized in writing by the City.
- c) Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the information disclosed in a Substantial Interest Disclosure statement.
- d) Any amount paid by the City for Services that duplicate Services covered by other specific grants and agreements.
- e) Any amounts expended for items or purposes determined unallowable by the City.
- f) Any amounts paid by the City for which the Service Provider's books, records, and other documents are not sufficient to clearly substantiate that the Service Provider used those amounts to perform Services.
- g) Any amount identified as a financial audit exception.
- h) Any amounts paid or reimbursed in excess of this Contract or service Reimbursement Ceiling. Any amounts paid to the Service Provider that are subsequently determined to be defective pursuant to the Certification of Cost or Pricing Data section of these terms and conditions.
- i) Payments made for Services rendered before the Contract commencement or after the Contract termination date.

### **2.4. Expenses**

The Service Provider will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:

Business Expenses: If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that require receipts

include, but are not limited to, express mail, delivery services, messenger services, and outside printing.

Office Expenses: If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, including how the expense was incurred. Examples of office expenses needing documentation include, but are not limited to, telephone, internal printing/copies (not to exceed 0.15 cents per page for black-and-white copies), postage, facsimiles (long-distance charges only), and supplies.

**2.5. No Advance Payments**

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

**2.6. Fund Appropriation Contingency**

The Service Provider 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 Service Provider 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 item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

**3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS**

The Service Provider will provide early childhood education services that will be in accordance with the Scope of Work as set forth in **Section I – Scope of Work**, which may be supplemented with additional detail from time to time during the term of the Contract, and that is satisfactory to the City. In performing these services, the Service Provider will also specifically comply with the applicable **Special Terms and Conditions** that are set forth in **Section II**. The Service Provider will upload required reports using ChildPlus according to **Section X, Reporting Requirements** of the **Scope of Work**.

**4. INDEMNIFICATION AND INSURANCE REQUIREMENTS – SEE SECTION III.**

**5. CONTRACT INTERPRETATION**

**5.1. Applicable Law**

This Contract will be governed by the laws 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.

## **5.2. 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:

- 5.2.1.** Special Terms and Conditions
- 5.2.2.** Standard Terms and Conditions
- 5.2.3.** Amendments
- 5.2.4.** Scope of Work
- 5.2.5.** Exhibits

## **5.3. Organization – Employment Disclaimer**

- 5.3.1.** The parties agree that the Service Provider is providing the Services under this Contract on a part-time and/or temporary basis and that the relationship created by this Contract is that of independent contractors. Neither the Service Provider nor any of the Service Provider's agents, employees, or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Contract; the manner, means, and mode of completing the same are under the sole control of the Service Provider.
- 5.3.2.** This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Contract. The parties agree that no individual performing under this Contract on behalf of the Service Provider will be considered a City employee and that no rights of City Civil Service, City retirement, or City personnel rules will accrue to such individual. The Service Provider will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.
- 5.3.3. 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.
- 5.3.4. 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 to it. Therefore, any Service Provider agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

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

### **6. CONTRACT ADMINISTRATION AND OPERATION**

#### **6.1. Records**

All books, accounts, reports, files, and other records relating to the Contract will be subject to inspection and audit by the City at all reasonable times 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 the City will not violate any proprietary or other confidentiality agreements the Service Provider has in place.

#### **6.2. Discrimination Prohibited**

The Service Provider 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, 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. The Service Provider further

agrees that this clause will be incorporated in all subcontracts, job-contractor agreements, or subleases of this Contract entered into by the supplier/lessee.

**6.3. Equal Employment Opportunity and Pay**

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

**For a Service Provider with 35 Employees or Fewer**

The Service Provider, in performing under this Contract, shall not discriminate against any worker, employee, 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 Service Provider will ensure that applicants are employed and that 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 Service Provider 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. The Service Provider further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements, or subleases of this Contract entered into by the supplier/lessee.

**For a Service Provider with More than 35 Employees**

The Service Provider, in performing under this Contract, shall not discriminate against any worker, employee, 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 Service Provider will ensure that applicants are employed and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, 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 Service Provider further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor or who may perform any such labor or services in connection with this Contract. Service Provider further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements, or subleases

of this Contract entered into by the supplier/lessee. The Service Provider further agrees not to discriminate against any worker, employee or applicant, or any member of the public because of sexual orientation or gender identity, or expression and shall ensure that applicants are employed and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

#### **6.4. Documentation**

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

#### **6.5. Monitoring**

The Equal Opportunity Department shall monitor the employment policies and practices of the 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.

### **7. LEGAL WORKER REQUIREMENTS**

**7.1.** The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding a contract to any Service Provider who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Service Provider agrees that:

- The Service Provider and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.
- The City retains the legal right to inspect the papers of the Service Provider or subcontractor employee(s) who work(s) on this Contract to ensure that the Service Provider or subcontractor is complying with the warranty herein.

### **8. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS**

The Service Provider'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 Service Provider will provide the City:



- 8.1. Environmental, safety, and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Service Provider in this Contract.
- 8.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notices 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 or vessels, containers, and disposal facilities provided by the Service Provider or subcontractor. The City will also have the right to inspect operations conducted by the Service Provider or subcontractor in the performance of this Contract. The City further reserves the right to make unannounced inspections of the Service Provider's facilities (during normal business hours).

## **9. COMPLIANCE WITH LAWS**

The Service Provider 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. The Service Provider agrees to permit City inspection of the Service Provider's business records, including records to verify any such compliance.

Because the Service Provider will be acting as an independent contractor, the City assumes no responsibility for the Service Provider's acts.

## **10. 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 a 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.

## **11. CONTINUATION DURING DISPUTES**

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

## **12. FUND APPROPRIATION CONTINGENCY**

The Service Provider 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 Service Provider 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 item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

### **13. CONTRACT CHANGES**

#### **13.1. Contract Amendments**

Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Service Provider. 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 conversations shall be considered as unofficial information and in no way binding upon the City or the Service Provider. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

#### **13.2. 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 the Service Provider 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.

#### **13.3. Non-Exclusive Contract**

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

### **14. FORCE MAJEURE**

Except for the 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 a 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.

## **15. CITY'S CONTRACTUAL RIGHTS**

**15.1.** 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.

### **15.2. Non-Exclusive Remedies**

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

### **15.3. Default in One Installment to Constitute Breach**

Each installment or lot of the Contract is dependent on every other installment or lot, and delivery of non-conforming goods or default of any nature under one installment or lot will impair the value of the whole Contract and constitute a total breach of the Contract as a whole.

### **15.4. On Time Delivery**

Because the City is providing services that involve the health, safety, and welfare of children, service delivery is of the essence. Reports must be submitted in accordance with **Section 3, Reporting Requirements of the Scope of Work.**

### **15.5. Default**

In case of default by the Service Provider, the City may, by written notice, cancel this Contract and may recover the excess costs by deduction from an unpaid balance due or other remedies as provided by law.

### **15.6. Covenant Against Contingent Fees**

The Service Provider warrants that no person or 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 Service Provider 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.

**15.7. 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 the City's request upon termination of this Contract. The Service Provider agrees to assign to the City all rights and interests the Service Provider 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.

**16. TERMINATION OR SUSPENSION OF SERVICES**

**16.1. City's Right to Terminate**

The City reserves the right to terminate this Contract without cause or to abandon the Services or any part of the Services not then completed by notifying the Service Provider in writing.

**16.2. Termination for Default**

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

**16.3. Notification to Subcontractor of Termination**

In the event this Contract is terminated, with or without cause, or expires, the Service Provider, upon receipt of the written notice, shall notify all subcontractors in writing of the effective date of the termination and minimize all further costs to the City.

**16.4. Termination by Service Provider**

The Service Provider may terminate this Contract, in whole or in part, upon 90 days prior written notice to the City specifying the effective date. The until another suitable Service Provider is identified and begins providing Services.

**16.5. Continuation of Performance Through Termination**

Each party shall continue to perform, in accordance with the requirements of this Contract, up to the date of termination, as directed by the City. In the event of termination, all Contract documents, data, and reports shall become the property of the City and be delivered upon request. The Service Provider shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted up to the effective date of the termination. Notwithstanding such provision, the Service Provider shall not be relieved of liability to the City for such damages sustained by the City due to any breach of this Contract by the Service Provider, and the City may withhold any payments to the Service Provider for the purpose of off-set until such time as the exact amount of damages due from the Service Provider is determined. Whenever determined appropriate by the City, the Service Provider shall assist the City in the transition of Services to other service providers or to the City.

**16.6. Transition of Activities**

If a contract is awarded to a new service provider for similar Services currently being performed by the Service Provider, the City's authorized representative will coordinate all transition activities. During the transition period, the Service Provider shall work closely with the new service provider's personnel and/or City's staff to ensure a thorough transfer of duties and responsibilities. The City reserves the right to determine which service delivery almost completed will remain with the current Service Provider of record.

**16.7. Predecessor and Successor Agreements**

The execution or termination of this Contract shall not be considered a waiver by the City of all rights it may have for damages suffered through a breach of this or a prior agreement with the Service Provider.

**16.8. Contract Cancellation**

All parties acknowledge that the City of Phoenix may cancel this Contract pursuant to Section 38-511, Arizona Revised Statutes.

**17. FINAL PAYMENT**

**17.1. Payment**

The City will make final payment for all Services performed and accepted within 60 days after the Service Provider has delivered to the City any final progress reports, documentation, materials, and evidence of costs and disbursement as required under this Contract. Any use by the City of preliminary reports, raw data, or other incomplete material returned by the Service Provider will be at the City's sole risk for such use.

**17.2. Temporary Suspension**

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

**18. NO ORAL ALTERATIONS**

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

**19. INTEGRATION**

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

**20. GOVERNING LAW; FORUM; VENUE**

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

**21. FISCAL YEAR CLAUSE**

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

the close of a fiscal year within ample time to allow payment within this 60-day period.

## **22. PROFESSIONAL COMPETENCY**

### **22.1. Qualifications**

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

### **22.2. Level of Care and Skill**

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

## **23. SPECIFIC PERFORMANCE**

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

## **24. CONFIDENTIALITY**

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by the City to the Service Provider 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 the Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the 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, the Recipient shall promptly return or destroy all Confidential Information belonging to the City that the Recipient has in its possession or control, at no additional costs to the City. After the return or destruction of the Confidential Information, the Recipient shall certify in writing its compliance with this paragraph.

If applicable, the Service Provider 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, the Service Provider will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages, or proceedings arising out of Service Provider's breach of this Section (Confidentiality). The Service Provider'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. At the City's discretion, a violation of this Section may result in immediate termination of this Contract without notice. The obligations of the Service Provider under this Section shall survive the termination of this Contract.

## **25. DATA PROTECTION**



The parties agree that this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that the Service Provider processes pursuant to the Contract. "Personally identifiable information" is defined in the Federal Privacy Council's Glossary, available at <https://www.fpc.gov/resources/glossary/>.

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

**25.1.** When the Service Provider processes PII pursuant to the Contract, the Service Provider shall, at no additional cost to the City:

**25.1.1.** process PII only within the United States and only in accordance with the Contract and not for the Service Provider'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;

**25.1.2.** implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of 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, the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider

shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)

- 25.1.3.** not subcontract any processing of PII to any third party (including affiliates, group companies, or subcontractors) without the prior written consent of the City; and the Service Provider shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by the Service Provider;
  - 25.1.4.** as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom the Service Provider 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;
  - 25.1.5.** take reasonable steps to ensure the competence and reliability of the Service Provider'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;
  - 25.1.6.** maintain written records of all information reasonably necessary to demonstrate the Service Provider's compliance with this Contract and applicable laws;
  - 25.1.7.** 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, and personnel of the Service Provider or the Service Provider's subcontractors 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 the Service Provider at no cost to the City in lieu of the audit inspection rights of this Section;
- 25.2.** If the Service Provider becomes aware of any actual or potential data breach (each an "Incident") arising from the Service Provider's processing obligations pursuant to the Contract, the Service Provider shall notify the City at [SOC@phoenix.gov](mailto:SOC@phoenix.gov) without undue delay within 48 hours, and:
- 25.2.1.** provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;

- 25.2.2.** take action immediately, at the Service Provider'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;
- 25.2.3.** cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise by the City; and
- 25.2.4.** do 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, the Service Provider will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages, or proceedings arising out of the Service Provider's breach of this Section (Data Protection). The Service Provider'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 Service Provider under this Section shall survive the termination of this Contract.

## **26. CONTACTS WITH THIRD PARTIES**

- 26.1.** The Service Provider or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Contract without the prior written consent of the City. Should the Service Provider or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing Contract with the City, the Service Provider or its subcontractors will promptly inform the City, giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of the Service Provider and its subcontractors under this Section will survive the termination of this Contract.
- 26.2.** The Service Provider agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Service

Provider. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

**27. SBE/DBE UTILIZATION**

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

**28. AUDIT/RECORDS**

**28.1.** The City reserves the right, at reasonable times, to audit the Service Provider's books and records relative to the performance of service under this Contract. All records pertaining to this Contract will be kept on a generally accepted accounting basis for a period of five years following termination of the Contract.

**28.2.** If, following an audit of this Contract, the audit discloses the Service Provider has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Contract billings, the Service Provider will be liable for reimbursement of the reasonable, actual cost of the audit.

**29. NOTICES**

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

If to Service Provider:

Name of Owner/Director  
Organization Address  
City  
Office: 602.252.4743  
Mobile: 602.318.2219  
Email:

If to City:

**Name of Program Coordinator**

City of Phoenix Human Services Department  
Education Division  
200 W. Washington Street, 17<sup>th</sup> Floor  
Phoenix, AZ 85003-1611  
Office: 602-XXX-XXXX  
Email:

Pamela M. Smith, Procurement Officer  
City of Phoenix Human Services Department  
Management Services Division  
200 W. Washington Street, 18<sup>th</sup> Floor  
Phoenix, AZ 85003-1611  
Office: 602.534.7637  
Email: [pam.smith@phoenix.gov](mailto:pam.smith@phoenix.gov)

- 29.2.** Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the second day after its deposit with any commercial air courier or express delivery service; or (4) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed.
- 29.3.** Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail.

**30. DOCUMENTATION**

**30.1. Dissemination and Retention**

There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Contract, then, and in that event, upon written demand, the Service Provider will relinquish to the possession and control of the City its entire file related to this Contract and only those portions of said file deemed by the City to be not privileged will be returned to Service Provider pending the resolution of the existing or anticipated litigation.

**30.2. Format and Quality**

All documents prepared by the Service Provider will be prepared in a format and at a quality approved by the City.

**30.3. Document Review**

The Service Provider will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

**30.4. Submittals**

The Service Provider will provide timely and periodic submittals of all documents required of the Service Provider, including subcontracts, if any, as such become available to the City for review.

**31. RELEASE OF INFORMATION — ADVERTISING AND PROMOTION**

The Service Provider will not publish, release, disclose, or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by the Service Provider without the prior written consent of the City.

**32. CONFLICTS OF INTEREST**

**32.1.** The Service Provider acknowledges that, to the best of its knowledge, information, and belief, no person has been employed or retained to solicit or secure this Contract upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach or violation of this warranty, the City will have the right to annul this Contract without liability, including any such commission, percentage, brokerage, or contingent fee.

**32.2.** The City reserves the right to immediately terminate the Contract if it determines that the Service Provider has an actual or apparent conflict of interest.

**32.3.** Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by the Service Provider, or any agent or representative of the Service Provider, to any officer or employee of the City for the purpose of securing this Contract, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Contract, the City may, by one calendar

day written notice to the Service Provider, terminate the right of the Service Provider to proceed under this Contract, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against the Service Provider as could be pursued in the event of default by the Service Provider.

- 32.4.** This Contract is subject to the requirements of Arizona Revised Statutes §38-511.

### **33. PUBLIC RECORDS**

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

### **34. CLAIMS OR DEMANDS AGAINST THE CITY**

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

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

**35. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS**

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

**36. THIRD-PARTY BENEFICIARY CLAUSE**

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

**37. NO ISRAEL BOYCOTT**

If this Contract is valued at \$100,000 or more and requires the Service Provider (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 the Service Provider 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, the Service Provider, 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.

**38. NO FORCED LABOR OF ETHNIC UYGHURS**

If this Contract requires the Service Provider (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, the Service Provider 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, the Service Provider, 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.

**39. CONTRACTOR REQUIREMENTS FOR THE MITIGATION OF HEAT-RELATED ILLNESSES AND INJURIES IN THE WORKPLACE**

Any Service Provider whose employees and contract workers perform work in an outdoor environment under this Contract must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

1. Availability of sanitized, cool drinking water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
3. Access to shaded areas and/or air conditioning.
4. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
5. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
6. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The Service Provider further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees, or sublessees who may perform labor or services in connection with this contract. Additionally, the Service Provider

agrees to require all subcontractors, sublicensees, or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the Service Provider's obligation to ensure compliance by its subcontractors.

**40. 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 Service Provider that is conducting business in Arizona and the City of Phoenix. Any failure by the Service Provider to collect applicable taxes from the City will not relieve the Service Provider from its obligation to remit taxes. 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>. If the City finds overpayment of a project due to tax consideration that was not due, the Service Provider will be liable to the City for that amount, and by contracting with the City, the Service Provider agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

**41. TAX INDEMNIFICATION**

The Service Provider will pay all federal, state, and local taxes applicable to its operation and any persons employed by the Service Provider and require the same of all subcontractors. The Service Provider 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.

**42. TAX RESPONSIBILITY QUALIFICATION**

The Service Provider may be required to establish, to the satisfaction of the 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). The Service Provider 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. The Service Provider 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 the Service Provider's qualifications for and compliance with a contract for the duration of the term of the Contract.

**43. CAPITAL IMPROVEMENT PROJECTS**

The Service Provider will not enter into a subcontractor agreement or procure services for capital improvement or maintenance projects without prior written

authorization from the City. Any work or materials furnished by the Service Provider without prior written authorization will be at the Service Provider's risk, cost, and expense, and the Service Provider agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the "Effective Date").

CITY OF PHOENIX, a municipal corporation  
JEFFREY BARTON, City Manager

By: \_\_\_\_\_  
Jacqueline Edwards  
Human Services Director

ATTEST:

\_\_\_\_\_  
Denise Archibald  
City Clerk

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

\_\_\_\_\_  
Assistant Chief Counsel

**ORGANIZATION NAME**

By: \_\_\_\_\_  
**Authorized Signatory**  
**Title of Authorized Signatory**

## **SPECIAL TERMS AND CONDITIONS**

### **1. FUNDING**

The City utilizes the United States Department of Health and Human Services (DHHS) funding to support Early Childhood Education. The Service Provider 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>.

### **2. MANDATORY DISCLOSURES**

The Service Provider 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 Service Provider receives Federal funds over \$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 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).

### **3. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)**

In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," the Service Provider 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.

### **4. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Applicable to all Contracts over \$150,000. The Service Provider 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).

### **5. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1351)**

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

**5.1.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Service Provider, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

**5.2.** Each Service Provider tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

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

## **6. EQUIPMENT**

If the Service Provider is authorized to purchase capital equipment or receives capital equipment from the City, it shall be itemized in the Contract for utilization in the delivery of Services. If capital equipment is purchased as authorized by this Contract, the Service Provider shall maintain a complete and up-to-date inventory of records for all capital equipment purchased hereunder. Capital equipment specifically designated to be purchased within this Contract, in whole or in part with City funds, shall be reported in accordance with the City inventory policies and procedures. Service Provider shall report capital equipment purchased with funds from this Contract to their Program Coordinator within 30 days of purchase and submit the capital equipment inventory form to the person designated by the City to receive notices and shall perform an annual inventory of all capital equipment purchased with City funds or received from the City.

The City shall retain an equitable interest equal to the purchase price paid or a fair estimate or appraisal of current market value, whichever is less, in all capital equipment purchased under this Contract. The City shall be included as a co-insured on any insurance policy that covers capital equipment purchased under this Contract.

Service Provider shall not dispose of any capital equipment purchased under this Contract without the prior written consent of the City. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to this Contract.

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

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

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

Service Provider will insure equipment purchased with City funds in accordance with 45 CFR 75.317.

## **7. AUDIT**

The City, the Department of Health and Human Services, the Comptroller General of the United States, the Government Accounting Office, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Service Provider or its subcontractors, which are pertinent to any activity performed under this Contract as required under 42 USC 9842 et seq. and 45 CFR Part 75, Subpart F for the purpose of making audit, examination, excerpts and transcriptions.

## **8. LIMITATIONS ON FEDERAL INTEREST**

Service Provider shall not mortgage, use as collateral for a credit line or for other loan obligations, or sell or transfer to another party, a facility, real property, or a modular unit it has purchased, constructed, or renovated with Head Start funds without the City's written permission.

Service Provider must have the City's written permission before it can use real property, a facility, or a modular unit subject to federal interest for a purpose other than that for which the Service Provider's application was approved.

## **9. ENERGY EFFICIENCY**

The Service Provider will observe all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

## **10. PROCUREMENT OF RECOVERED MATERIALS**

**10.1.** In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Service Provider shall procure items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition. The Service Provider shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Service Provider determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which shall be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

- 10.2.** Paragraph 11.1 of this clause shall apply to items purchased under this Contract where: (1) the Service Provider purchases in excess of \$10,000 of the item under this Contract; or (2) during the preceding Federal fiscal year, the Service Provider: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that.

## **11. ALLOWABLE COSTS**

Service Provider shall comply with the following Cost Principles, as applicable, to determine allowable incurred costs when reimbursing costs under the terms and conditions of this Contract.

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

## **12. NON-DISCRIMINATION**

Service Provider is prohibited from discriminating against any applicant, worker, employee, member of the public, or recipient of benefits because of race, color, religion, sex, national origin, age, or disability nor otherwise committing an unfair employment practice. These include, but are not limited to, 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.

Service Provider further agrees to incorporate the preceding paragraph in all subcontracts, agreements, or subleases of this Contract executed by Service Provider. Unless exempt under federal law, Service Provider shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, and State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities. Service Provider shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment of qualified persons because of physical or mental disability. Service Provider shall comply with the requirements of the Fair Labor Standards Act of 1988, as amended.



Service Provider shall comply with Title VI of the Civil Rights Act of 1964 which prohibits the denial of benefits of, or participation in, contract Services on the basis of race, color, or national origin. Federal law further requires that no person otherwise eligible will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of Health and Human Services programs and services based on factors such as age, disability, sex, race, color, national origin, religion, gender identity or sexual orientation. Service Provider must treat as valid the marriages of same-sex couples. In addition, Service Provider shall ensure that individuals with limited English proficiency have meaningful access to the health and social services provided and that sufficient effective communication exists between the Service Provider and such individuals to assure such access.

Service Provider shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering Services, and with Title II of the Americans with Disabilities Act and the Arizona Disability Act which prohibits discrimination on the basis of physical or mental disabilities in the provision of contract programs, Services, and activities.

Therefore, the following statement shall be included in all publications, forms, flyers, etc., that are distributed to recipients of Services:

“Under the Americans with Disabilities Act, it is the policy of **Organization Name** to make reasonable accommodations for persons with disabilities to allow them to take part or have access to its programs, Services, or activities. Individuals with disabilities who need accommodation, including auxiliary aids for effective communication such as sign language interpreters or enlarged print materials, are invited to make their needs and preferences known to:

**Organization Name**

ATTN:

Telephone:

Email:

AZRS 711

Service Provider shall comply with Title IX of the Education Amendments of 1972, 20 USC 1681-1683, 1685, and 1686, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

Service Provider shall comply with the regulations at 45 CFR Part 80, 45 CFR Part 84, 45 CFR Part 86, and 45 CFR Part 90.

**13. POLITICAL ACTIVITY**

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

Service Provider shall also comply with the requirements of 45 CFR § 75.450.

**14. BIOLOGICAL AGENTS AND TOXINS**

Service Provider shall comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (“USA PATRIOT”) Act, which prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in quantity, that is not reasonably justified by a prophylactic, protective, bona fide research or other peaceful purpose.

**15. SEAT BELT USE**

Pursuant to EO 13043 (4/16/1997), increasing the Use of Seat Belts in the United States, Service Providers are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether owned by the organization, rented, or personally owned.

**16. CRIMES AGAINST CHILDREN**

Service Provider shall comply with the requirements related to reporting to a Peace Officer or Child Protective Services incidents of crimes against children as specified in Arizona Revised Statute § 13-3620.

**17. SMOKING POLLUTION CONTROL MEASURES**

Service Provider shall be subject to the provisions of City Ordinance No. G-2865, as amended, the “Smoking Pollution Control Ordinance”, effective July 1, 1986, Arizona Revised Statute § 36-601-01 and the Pro-Children Act of 1994, 20 USC 7183, which prohibits smoking in any indoor facility or portion of a facility owned, leased, or contracted for use for the routine or regular provision of federally funded health care, daycare, or early childhood development, including Head Start Services to children under the age of 18. These laws regulate smoking in places of employment and enclosed public places located within the City of Phoenix.

**18. FEDERAL IMMIGRATION AND NATIONALITY ACT**

Service Provider shall comply with the Federal Immigration and Nationality Act (“FINA”) and all other federal immigration laws and regulations related to the immigration status of its employees during the term of this Contract. Service Provider shall maintain Employment Eligibility Verification Forms (I-9) as required by the U.S. Department of Labor. At the City’s discretion, the City may request verification of compliance. If the Service Provider does not comply with this requirement, the City retains the right to pursue all remedies allowed by law, including, but not limited to, suspension of work, termination of this Contract for default, and suspension and/or

debarment of the Service Provider. Service Provider shall bear all costs necessary to verify compliance.

## **19. CONFLICTS OF INTEREST AND STANDARDS OF CONDUCT**

The Service Provider hereto agrees to abide by the provisions of 45 CFR 75.327(c), which include (but are not limited to) the following:

- 19.1.** Service Provider shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, and agents engaged in the award and administration of contracts supported by federal funds. Standards must be consistent with State and local laws and must include, at a minimum, expenses, conduct related to financial interests, gifts, gratuities and favors, nepotism, political participation, and bribery.
- 19.2.** No employee, officer, or agent of the Service Provider shall participate in the selection, award, or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- 19.3.** Service Provider must ensure all staff, consultants, contractors, and volunteers abide by the program's standards of conduct. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by all staff, consultants, contractors, volunteers, officers, or agents of the Service Provider.

## **20. PROCUREMENT STANDARDS**

All goods and services purchased with funding provided under this Contract must be procured in accordance with 45 CFR sections 75.327 – 75.335.”

## **21. INTERNAL CONTROLS**

Service Provider must:

- a) Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Service Provider is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government,” issued by the Comptroller General of the United States, or the “Internal Control-Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

- b) Comply with Federal statutes, regulations, and the terms and conditions of the Federal award.
- c) Evaluate and monitor Service Provider's compliance with statutes, regulations, and the terms and conditions of Federal awards.
- d) Take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.
- e) Take reasonable measures to safeguard protected personally identifiable information and other information the HHS awarding agency or pass-through entity designates as sensitive, or the Service Provider considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality."

**22. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

- a) Service Provider must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- b) Affirmative steps must include:
  - 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - 2. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
  - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
  - 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and
  - 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs b(1) through (5) of this section."

## **23. EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS**

**23.1.** In accordance with 41 U.S.C. 4712, Service Provider may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the lists of persons or entities provided below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to the federal contract (including the competition for or negotiation of a contract) or grant.

**23.2.** The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress.
- An Inspector General.
- The Government Accountability Office.
- A federal employee responsible for contract or grant oversight or management.
- An authorized official of the Department of Justice or other law enforcement agency.
- A court or grand jury.
- A management official or other employee of the City, Service Provider, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Service Provider shall inform its employees in writing of the rights and remedies provided under this section in the predominant native language of the workforce.

## **24. RETENTION REQUIREMENTS FOR RECORDS**

Financial records, supporting documents, statistical records, and all other Service Provider records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the HHS awarding agency or pass-through entity in the case of a subrecipient. HHS awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (b) When the Service Provider is notified in writing by the HHS awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (d) When records are transferred to or maintained by the HHS awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the Service Provider.
- (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Service Provider's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocation plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - 1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - 2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

## **25. REAL PROPERTY**

If the Service Provider is authorized to purchase real property as defined by 45 CFR 75.2, it shall be itemized in the Contract for utilization in the delivery of Services. If real property is purchased as authorized by this Contract, the Service Provider shall maintain a complete and up-to-date inventory of records for all real property purchased hereunder. Real property specifically designated to be purchased within this Contract, in whole or in part with City funds, shall be reported

in accordance with the City inventory policies and procedures. Service Provider shall report real property purchased with funds from this Contract to their Program Coordinator within 30 days of purchase and submit the real property inventory form to the person designated by the City to receive notices and shall perform an annual inventory of all real property purchased with City funds or received from the City.

The City shall retain an equitable interest equal to the City's percentage of participation in the cost of the original purchase (and costs of any improvements) times the current fair market value of the property.

The City shall be included as a co-insured on any insurance policy that covers real property purchased under this Contract. Service Provider shall not encumber or dispose of any real property purchased under this Contract without the prior written consent of the City. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to this Contract.

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

The Service Provider will insure the real property purchased with City funds in accordance with 45 CFR 75.317.

## **26. EQUAL PARTICIPATION OF FAITH-BASED ORGANIZATIONS**

**26.1.** A faith-based organization that participates in this program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom, nondiscrimination, and conscience protections in Federal law.

A faith-based organization may not use direct Federal financial assistance from HHS to support or engage in any explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. Such an organization also may not, in providing services funded by the Human Services Department or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

**26.2.** Service Provider must provide beneficiaries and prospective beneficiaries of the program funded hereunder with certain protections provided at 45 CFR 87.3(k) and Appendix A to Part 87.

## 27. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

### 27.1. Reporting Total Compensation of Recipient Executives for Non-Federal Entities

**Applicability and What to Report.** You must report the total compensation for each of your five most highly compensated executives for the preceding completed fiscal year if:

- a) The total Federal funding authorized to date under this Federal award equals or exceeds \$30,000 as defined in 2 CFR 170.320;
- b) In the preceding fiscal year, you received:
- c) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and
- d) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

### 27.2. Reporting of Total Compensation of Subrecipient Executives

**To the Recipient.** By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

**27.3. Exemptions.** If, in the previous tax year, you had gross income from all sources under \$300,000, you are exempt from the requirements to report:

- a) Subawards, and
- b) The total compensation of the five most highly compensated executives of any subrecipient.

**27.4. Definitions.** For purposes of this section.

- a) **Federal Agency** means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).



b) **Non-Federal Entity** means all of the following, as defined in 2 CFR part 25:

- A Governmental organization, which is a State, local government, or Indian tribe;
- A foreign public entity;
- A domestic or foreign nonprofit organization; and,
- A domestic or foreign for-profit organization

c) **Executive** means officers, managing partners, or any other employees in management positions.

d) **Subaward:**

- This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you, as the recipient, award to an eligible subrecipient.
- The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).
- A subaward may be provided through any legal agreement, including an agreement you or a subrecipient consider a contract.

**27.5. Subrecipient** means a non-Federal entity or Federal agency that:

- Receives a subaward from you (the recipient) under this award and
- Is accountable to you for the use of the Federal funds provided by the subaward.

**27.6. Total Compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information, see 17 CFR 229.402(c)(2)).

## **28. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS**

### **28.1. Requirement for System for Award Management**

Unless you are exempted from this requirement under 2 CFR 25.110, you must maintain current information in the federal System for Award Management (SAM). This includes information on your immediate and highest level owner and subsidiaries, as well as on all of your predecessors that have been awarded a Federal contract or Federal financial assistance

within the last three years, if applicable until you submit the final financial report required under this Contract or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration and more frequently if required by changes in your information or another Federal award term.

### **28.2. Requirement for Unique Entity Identifier**

Service Provider may not receive any funding under this Contract until it has provided a Unique Entity Identifier (UEI) to the City. The Service Provider will maintain its UEI throughout the term of this Contract.

### **28.3. Definitions**

For the purposes of this section:

- a) **System for Award Management (SAM)** means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM internet site (currently at <https://www.sam.gov>).
- b) **Unique Entity Identifier** means the identifier assigned by SAM to uniquely identify business entities.
- c) **Entity** includes non-Federal entities as defined at 2 CFR 200.1 and also includes all of the following, for purposes of this part:
  - A foreign organization;
  - A foreign public entity;
  - A domestic for-profit organization; and
  - A Federal agency
- d) Subaward has the meaning given in 2 CFR 200.1
- e) Subrecipient has the meaning given in 2 CFR 200.1

## **29. EQUAL EMPLOYMENT OPPORTUNITY**

Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 FR 12319, 12935, 3 CFR 1964-1965 Comp., p. 339) as amended by Executive Order 11375 amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 CFR part 60.

**30. DAVIS-BACON ACT**

All prime construction contracts in excess of \$2,000 awarded by the Service Provider must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Service Provider must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. Service Provider must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. Service Provider must report all suspected or reported violations to the City and the federal awarding agency.

**31. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

All contracts awarded by the Service Provider in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

**32. PROFESSIONAL STANDARDS**

Licensure/Education/Training Requirements Levels of staff qualifications and applicable site licenses must be submitted prior to the beginning of Service.

**A. LICENSE**

Service Provider must submit a copy of a current Arizona Childcare License or a provisional license to the City prior to the opening of a new classroom and for all existing classrooms. This license must always be maintained on file and on-site during the term of this Contract.

## B. LICENSING VIOLATIONS

- Head Start funds may not be used to pay violations.
- The City may close a site in its sole and absolute discretion if it receives 2 or more enforcements in any 12-month period.

## C. FIRST AID AND CPR

Service Provider must require paid employees assigned to classrooms to be trained in First Aid and CPR and to maintain a current certificate. In addition, before and during the first 3 months of employment, training and orientation should detail health and safety issues for early care and education settings, including, but not limited to:

- Recognition and reporting of child abuse and neglect.
- Typical and atypical child development.
- Pediatric first aid and CPR.
- Safe sleep practices.
- Poison prevention.
- Standard precautions for the prevention of communicable disease.
- Emergency preparedness.
- Nutrition and age-appropriate feeding.
- Medication administration.
- Care plan implementation for children with special health care needs.
- Prevention and response to emergencies due to food and allergic reactions.
- Head Start Program Performance Standards, Standards of Conduct.

Caregivers/teachers should complete training before administering medication to children. See Standard 2.13.1(g)(h) of **Section I – Scope of Work** for more information. All directors or program administrators and caregivers/teachers should document receipt of training. Service Providers should not care for children unsupervised until they have completed training in pediatric first aid and CPR; standard precautions for the prevention of communicable disease; and poison prevention.

Service Provider must ensure that all teachers who deliver Head Start services meet the Head Start and State of Arizona requirements. Service Providers will ensure compliance with the following:

45 CFR § 1302.91. Head Start Performance Standards – Staff Qualifications and Competency Requirements.

- (a) Purpose. A program must ensure that all staff and contractors engaged in the delivery of program services have sufficient knowledge, training, experience, and competencies to fulfill the roles and responsibilities of their positions and to ensure high-quality service delivery in accordance with program

performance standards. A program must provide ongoing training and professional development to support staff in fulfilling their roles and responsibilities.

- (b) Head Start Director. A program must ensure a Head Start director hired after November 7, 2016, has, at a minimum, a baccalaureate degree and experience in supervision of staff, fiscal management, and administration.
- (c) Fiscal Officer. A program must assess staffing needs in consideration of the fiscal complexity of the organization and applicable financial management requirements and secure the regularly scheduled or ongoing services of a fiscal officer with sufficient education and experience to meet their needs. A program must ensure a fiscal officer hired after November 7, 2016, is a Certified Public Accountant or has, at a minimum, a baccalaureate or advanced degree in accounting, business, fiscal management, or a related field.
- (d) Educational Coaches. Staff and consultants that serve as education managers or coordinators, including those that serve as curriculum specialists, have a baccalaureate or advanced degree in early childhood education or a baccalaureate or advanced degree and equivalent coursework in early childhood education with early education teaching experience.
- (e) Head Start Center-Based Teacher Qualification Requirements. As prescribed in section 648A(a)(3)(B) of the Head Start Act, a program must ensure all center-based teachers have at least an associate degree or baccalaureate degree in child development or early childhood or equivalent coursework.
- (f) Head Start Assistant Teacher Qualification Requirements. As prescribed in section 648A(a)(2)(B)(ii) of the Head Start Act, a program must ensure Head Start assistant teachers, at a minimum, have a CDA credential **or** are enrolled in a program that will lead to an associate or baccalaureate degree **or** are enrolled in a CDA credential program to be completed within two years of the time of hire.  
If the CDA credential is not obtained within two years of hiring, staff will be removed from the Head Start classroom.

#### **D. ARIZONA EARLY CHILDHOOD WORKFORCE REGISTRY**

All staff are encouraged to register with the Arizona Early Childhood Workforce Registry, <https://www.azregistry.org>. Program staff will be required to participate in the Arizona Quality Rating and Improvement System (QRIS).

## **INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **1. INDEMNIFICATION REQUIREMENTS**

The Service Provider (“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 the 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. The 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 the Indemnitor under this provision survive the termination or expiration of this Contract.

### **2. INSURANCE REQUIREMENTS**

The Service Provider and subcontractors must procure insurance against claims that may arise from or relate to the performance of the work hereunder by the Service Provider and its agents, representatives, employees, and subcontractors. The Service Provider 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 Service Provider from liabilities that might arise out of the performance of the work under this Contract by the Service Provider, its agents, representatives, employees, or subcontractors. The Service Provider may purchase additional insurance as it determines necessary.

## 2.1. SCOPE AND LIMITS OF INSURANCE

The Service Provider must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

### 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

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

### 2.1.2. Worker’s Compensation and Employers’ Liability

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

- Policy must contain a waiver of subrogation against the City of Phoenix.

- This requirement does not apply when a Service Provider or subcontractor is exempt under A.R.S. §23-902(E), AND when such Service Provider or subcontractor executes the appropriate sole proprietor waiver form.

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

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

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- The Service Provider warrants that any retroactive date under the policy must precede the effective date of this Contract and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**2.2. NOTICE OF CANCELLATION**

For each insurance policy required by the insurance provisions of this Contract, the Service Provider must notify the City within 5 business days of receipt if a policy is suspended, voided, or canceled for any reason. Such notice must be emailed to [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov).

**2.3. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers duly licensed or authorized to do business in 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 Service Provider from potential insurer insolvency.

**2.4. VERIFICATION OF COVERAGE**

The Service Provider 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 the 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](mailto:hsdprocurement@phoenix.gov). The City project description, **Early Head Start Early Childhood Education Services**, 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. SUBCONTRACTORS**

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

## **2.6. CERTIFICATE HOLDER**

City of Phoenix Human Services Department  
Management Services Division  
200 W. Washington Street, 18<sup>th</sup> Floor  
Phoenix, AZ 85003-1611

## **BACKGROUND SCREENING REQUIREMENTS**

### **1. BACKGROUND SCREENING**

The Provider agrees that all Provider staff and subcontractors' workers (collectively "Contractor Worker(s)") pursuant to this Contract will be subject to background and security checks and screening (collectively "Background Screening") at the Provider's sole cost and expense unless otherwise provided for in the scope of work. The Provider's background screening will comply with all applicable laws, rules, and regulations. The Provider 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 Contract for each Contract Worker who requires a badge or key.

#### **1.1. Background Screening Risk and 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 Provider to incur additional contract costs to obtain background screens or badges.

#### **1.2. Terms of This Section are Applicable to all Provider's Contracts and Subcontracts**

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

#### **1.3. 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 Provider 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 Provider. 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 Provider from any liabilities that may arise out of the Provider's services under this Contract or Provider's failure to comply with this section. Therefore, the Provider 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.

#### **1.4. Continuing Duty; Audit**

The Provider's obligations and requirements will continue throughout the entire term of this Contract. The Provider will maintain all records and

documents related to all background screenings, and the City reserves the right to audit the Provider's records.

## **2. BACKGROUND SCREENING – MAXIMUM RISK**

### **2.1. Determined Risk Level**

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

### **2.2. 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)
- has any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation.
- has unescorted access to:
  - City data centers, money rooms, high-value equipment rooms.
  - has unescorted access to private residences.
  - has access to critical infrastructure sites/facilities.
  - has direct or remote access to the Criminal Justice Information Systems (CJIS) infrastructure.

### **2.3. 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 Provider 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.

### **2.4. Additional Maximum Risk Background Checks: Maximum screening will additionally require**

- Credit Check (for cash handling, accounting, and compliance positions only).
- Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults, or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.).

## **2.5. Maximum Risk Background Check for Child Care Staff Member**

- A Federal Bureau of Investigation fingerprint check using Next Generation Identification.
- A search of the National Crime Information Center's National Sex Offender Registry.
- A search of the following registries, repositories, or databases in the State where the child care staff member resides and each State where resided during the preceding five years:
  - State criminal registry or repository, with the use of fingerprints being:
    - Required in the State where the staff member resides.
    - Optional in other States.
    - State sex offender registry or repository.
    - State-based child abuse and neglect registry and database.

## **2.6. Provider Certification; City Approval of Maximum Risk Background Screening**

Unless otherwise provided for in the Scope of Work, the Provider 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 Provider if it believes a Contract Worker should be disqualified. The Provider will evaluate the Contract Worker, and if the Provider believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Provider will discuss those circumstances with the contracting department. The contracting

department's decision on the disqualification of a Contract Worker is final.

- For sole proprietors, the Provider 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 Provider certifies and warrants that the Provider 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 Provider or any contracted agency that assists with the review after the City’s completed review.
- By executing this Contract, the Provider further certifies and warrants that the Provider 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 Provider 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 Provider for performing work under this Agreement. 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.
- For any childcare or health worker positions or Criminal Justice Information Systems access in the scope of work, the Provider is required to send the City updated background checks every three years.

**EXHIBIT A**  
**BUDGET DOCUMENTS**

(attached before contract execution)

**EXHIBIT B**  
**ORGANIZATION CHART**

(attached before contract execution)

**EXHIBIT C**  
**FACILITY LOCATION CHART / PROGRAM OPTIONS**

(attached before contract execution)



**EXHIBIT D**  
**KEY PERSONNEL CONTACT INFORMATION**

(attached before contract execution)

**EXHIBIT E**  
**UNSUPERVISED CHILD EMERGENCY RESPONSE PROCEDURES**

(see the following page)

## When a Child is Missing ...

Emergency Contacts and Numbers  
posted on Emergency Plan

Did the child come to class today?

**Yes** ↓

**Assistant Teacher:** Assure and maintain the safety and supervision of the remaining children in the classroom and will take children to large group. Notification procedure:

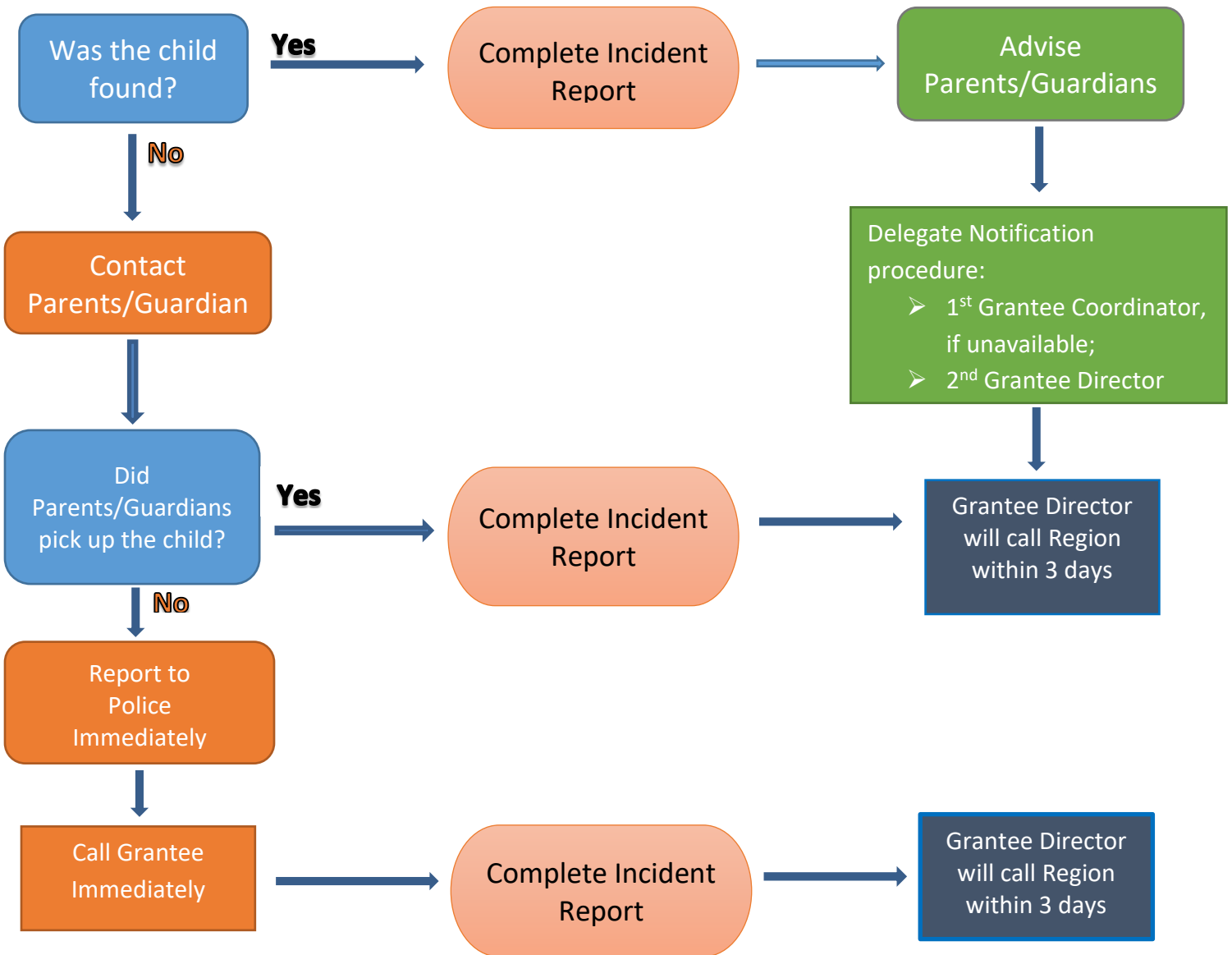
- 1<sup>st</sup> Delegate Supervisor, if unavailable;
- 2<sup>nd</sup> Delegate Director, if unavailable

**Teacher:** After assuring the safety of the remaining, the following will be searched:

- Indoor facility and Outside facility

**Staff 3:** If the third staff is available (such as PA, CW) they will support Assistant Teacher with children.

**START**



**EXHIBIT F**  
**HEAD START BIRTH TO FIVE PROGRAM**  
**GOVERNANCE DOCUMENTS**

(see the following pages)



# City of Phoenix



## Head Start Birth to Five Program Governance Documents

## **Head Start Birth to Five Program Shared Governance Overview**

Shared governance is achieved by coordinating the efforts of two distinct entities. First, the City Council assigns a subcommittee for the governance role of the City of Phoenix Head Start Birth to Five Program. Second, the Policy Council provides a mechanism for parental and community involvement in the decision-making process. The Subcommittee and the Policy Council “share” authority with each other through a combination of unique and shared responsibilities:

The roles and responsibilities of the Subcommittee include the following:

- Legal and fiscal responsibilities
- Approve shared decision-making procedures, including impasse policies
- Approve all funding applications and amendments
- Review program budget reports
- Approve or disapprove key decisions about the program
- Establish the internal control to safeguard federal funds
- Provide direction and broad oversight
- Ensure that effective organizational planning and evaluation occur
- Determine new services and monitor ongoing program and services
- Act as a liaison with the community
- Interact with and communicate with the Policy Council and City of Phoenix Head Start Birth to Five staff

The roles and responsibilities of the Policy Council include the following:

- Approve or disapprove key decisions about the program
- Approve the long- and short-term goals and objectives
- Approve the hiring and termination of Head Start personnel
- Approve all funding applications and amendments
- Review and approve personnel policies and procedures related to the City of Phoenix Head Start Birth to Five staff
- Approve written shared decision-making procedures and impasse policies
- Act as a liaison with the community
- Interact with and communicate with the Subcommittee and City of Phoenix Head Start Birth to Five staff



# City of Phoenix

## Head Start Birth to Five Program Policy Council Shared Governance Procedures

The Human Services Department (HSD) shall afford Head Start parents every opportunity to participate in policymaking and other decisions concerning the Head Start Birth to Five Program by providing staff support for a governing body comprised of parents, and community representatives entitled the Policy Council. The Policy Council shall advise and assist the Governing Board authorized by the City Council Subcommittee (Subcommittee) and HSD in initiating, developing, and sustaining policies, programs, and services to meet Head Start children's needs and families.

The Policy Council and Subcommittee shall work in partnership with key management staff to develop, review, and approve or disapprove of the policies and procedures outlined in "Article III: Functions" in the Policy Council Bylaws.

The City of Phoenix, including the Subcommittee and the Policy Council, shall utilize the following shared decision-making procedures outlined in the Head Start Program Performance Standards Part 1301 Program Governance.

### **PLANNING:**

Planning Procedures shall be reviewed and approved by the Policy Council and Subcommittee annually.

Five-Year School Readiness/Program Goals and objectives shall be reviewed and approved by the Subcommittee and Policy Council based on the Community Needs Assessment Report. Goals will describe, in broad terms, how the program plans to address issues/needs of Head Start families, which were chosen as priorities. Objectives describe measurable actions to be taken to attain the five-year goals.

The selection of Child Care Partners, Education Service Providers, and their service areas shall be reviewed and approved by the Policy Council and the Subcommittee as needed.

All funding applications, amendments, and other financial obligations and support to the program shall be reviewed and accepted by the Policy Council and approved by the Subcommittee. Monitoring and fiscal reports shall be shared with both policy groups to allow for consistent oversight of program operations and budgetary matters.

In addition, Policy Council members shall be consulted and invited to participate in the annual Continuous Quality Improvement Process. The Quality Improvement Plan will be presented to the Policy Council with a description of the areas that require corrective action to comply with requirements fully.

## **GENERAL:**

HSD staff and Education Service Providers shall work jointly to follow the Bylaws in electing representatives to serve as Policy Council members. Grantee staff shall have ongoing communication with the Education Service Providers staff through meetings, site visits, telephone calls, email messages, representation, and attendance at Policy Council meetings.

Procedures describing the Subcommittee's roles and responsibilities shall be reviewed annually and presented to the Subcommittee and Policy Council when significant changes are needed.

Orientation is conducted with the Policy Council and the Subcommittee to review their roles and responsibilities regarding oversight and involvement within the program.

Policy Council members will be encouraged to attend Subcommittee meetings when Head Start items are on the agenda, and there is a need for discussion and if action is required. Results will be reported at the next Policy Council meeting.

The Policy Council and Subcommittee shall annually review Shared Governance Bylaws, Impasse Procedures, Conflict of Interest Affidavits, and Code of Ethical Conduct to seek approval for changes or amendments as needed.

The Policy Council and the Subcommittee work to ensure internal controls are established and implemented to safeguard federal funds.

Fiscal and programmatic reports shall be provided to the Policy Council and Subcommittee.

The program has established and maintained Impasse Procedures in the event of a disagreement between the Policy Council and the City of Phoenix, including the Subcommittee. The procedures shall be implemented when a dispute on any programmatic or fiscal matters impacting the delivery of services has occurred.





# City of Phoenix

## Head Start Birth to Five Program Policy Council BYLAWS



### ARTICLE I: NAME

This organization's name shall be the Head Start Birth to Five Policy Council, hereinafter referred to as the Policy Council.

### ARTICLE II: PURPOSE

The purpose of the Policy Council is to create a body for shared governance through which Head Start Birth to Five parents can participate in policymaking decisions about the program. The Policy Council shall serve as a link to the Parent Committees, Grantee, and Education Service Providers governing bodies, public and private organizations, and the communities they serve. The Policy Council shall advise and assist the Phoenix City Council Subcommittee and the Human Services Department (HSD) in initiating, developing, and sustaining policies, programs, and services to meet the needs of the Head Start Birth to Five Program.

### ARTICLE III: FUNCTIONS

The POLICY COUNCIL shall:

- 1) The Policy Council must use ongoing monitoring results, data on school readiness, and other information to conduct its responsibilities.
- 2) The Policy Council must work in partnership with key management staff and the City Council or its designee to develop, review, and approve or disapprove the following:
  - a) Procedures describing how the City Council Subcommittee and the Policy Council will implement shared decision-making;
  - b) Procedures for program planning;
  - c) The program's philosophy and long and short-range program goals and objectives;
  - d) The composition of the Policy Council and members (parents of enrolled children and community members) who are elected;

- e) The Grantee's annual Quality Improvement Plan;
- f) The resolution of internal disputes, including impasse procedures between the Policy Council and the City Council Subcommittee.
- g) The hiring of Head Start Birth to Five employees must be approved by the Policy Council, with the exception of:
  - i) Staff used through a temporary services agency.
  - ii) The Policy Council will be notified of City employees placed into Head Start Birth to Five by Human Services or Human Resource Department.
  - iii) On occasion, hiring key personnel prior to Policy Council approval may be necessary for positions that are very critical to the implementation of service delivery and or operations of the program. Based upon staff input, the Deputy Human Services Director will determine if waiting for Policy Council approval will cause a major disruption of services to children and families. If so, the Deputy Director will discuss this matter with the Policy Council Chair for concurrence and provide information to the Policy Council at the next regularly scheduled meeting. Key personnel include the Early Head Start Family Advocate (Home Visitor).
- h) The termination of Head Start Birth to Five employees must be approved by the Policy Council, with the exception of:
  - i) Staff used through a temporary employment agency
  - ii) Employees on probation
  - iii) Employees hired in temporary grant-funded positions
  - iv) Employees removed as a result of City Personnel Policies regarding seniority rights.
  - i) Activities to support parents' active engagement in supporting program operations, including policies and procedures to ensure that the Head Start Birth to Five program is responsive to parent and community needs.
- 3) The Policy Council must work in partnership with key management staff and the City Council or its designee to develop, review, approve, and submit to the City Council the following:
  - a) All funding applications and amendments to funding applications for Head Start Birth to Five and Child Care Partnerships, including Administrative services prior to the submission of such applications to the U.S. Department of Health and Human Services (DHHS);
  - b) Budget planning for program expenditures, including policies for reimbursement and participation in policy council activities
  - c) The selection of Education Service Providers and their service areas;
  - d) Criteria for defining recruitment, selection, and enrollment priorities;

- e) Program personnel policies, including standards of conduct for program staff, consultants, and volunteers within the legal framework of the city's merit system;
  - f) The resolution of internal disputes, including impasse procedures between the Policy Council and the City Council Subcommittee.
  - g) Bylaws for the operation of the Policy Council.
  - h) Procedures outlining how members of the Policy Council will be elected from Education Service Providers.
- 4) The Policy Council must guide Head Start Birth to Five staff in establishing a method of hearing and resolving community concerns about the Head Start Birth to Five Program.
    - 1) The Policy Council must speak on behalf of and advocate for families enrolled in the Head Start Birth to Five program.
    - 2) The Policy Council must be consulted concerning actions in the following areas:
      - a) Identification of child development needs in the area to be served
      - b) Assurance that standards for acquiring space, equipment, and supplies are met

#### ARTICLE IV: COMPOSITION AND ELECTIONS

- 1) The Policy Council shall be comprised of two types of representatives: parents of currently enrolled children and community representatives.
- 2) Parent Members
  - a) Each of the program options, Education Service Providers, Home-Based, and Child Care Partners, shall notify parents of currently enrolled children of an election meeting of parent Policy Council members to be held no later than October 30<sup>th</sup> of each year.
  - b) At the election meeting, each Education Service Provider will elect two parents as the representatives and two as the Provider's alternates. Home-Based and Child Care Partner programs will each elect a parent representative and a parent alternate to represent their programs.
- 1) Community Members
  - a) Each year, the parents shall elect a maximum of nine community members to the Policy Council.
  - b) Members may be from the public or private sector, civic and professional organizations, the Human Services Commission, and others who are familiar with resources and services for low-income children and their families, including parents of formerly enrolled children.

- 2) Vacancies occur when:
  - a) A Policy Council member is removed for cause or absenteeism; see Article VII.
  - b) A Policy Council member resigns, which must be submitted to the Policy Council Chair in a written format.
  - c) An Education Service Provider Policy Committee removes its representative.
  - d) A Head Start Education Service Provider is not renewed or terminated.
- 3) Alternates – An alternate shall serve in the capacity of the elected representative in their absence.
- 4) Membership - Membership begins in November and ends in October of the following year. Membership terms must be limited to no more than five one-year terms as required by Head Start Program Performance Standards 1301.2(d).
- 5) Reimbursement
  - a) Head Start Birth to Five program will reimburse eligible income members for mileage and childcare costs incurred due to participation in Policy Council meetings, Policy Council events, and extended day childcare for out-of-town travel.
  - b) For reimbursement, the childcare provider cannot be the member's spouse or significant other living in their home.
  - c) Reimbursement cannot be claimed for children over 12 years of age; for time, children should be in school, or for times children are generally in the care of others unless approved by the Policy Council.
- 6) Quorum
  - a) A majority of the Policy Council members shall constitute a quorum for the transaction of any business meeting.
  - b) For the months of June and July, a majority of Education Service Providers, including the Early Head Start Program, shall constitute a quorum.
  - c) A meeting shall not be deemed regularly constituted unless the quorum requirements are met.
- 7) Voting
  - a) A vote of a majority of the Policy Council members, when a quorum is present in person or by phone, shall decide any matter.
  - b) No proxy or absentee voting shall be permitted.
- 8) Regular Meetings
  - a) Regular meetings shall be scheduled on the same day each month as designated by the Policy Council and the Deputy Human Services Director or designee.
  - b) The meeting day and time can be changed upon approval of the Policy Council and Grantee staff.

9) Special Meetings

- a) Shall be held within the City of Phoenix
- b) May be called at the discretion of the Chairperson or upon request by two-thirds (2/3) of the Policy Council members.

10) Executive Session – The Policy Council may meet in executive session for the purposes permitted by Open Meeting Law. All discussions held in executive session shall be kept confidential by members.

11) Notices

- a) There shall be at least four (4) calendar days' public notice for any regular meeting of the Policy Council and two (2) calendar days' public notice for special meetings.
- b) Notice of all the meetings shall be given in accordance with the Arizona Open Meeting Law, and notice shall include for all Policy Council members the minutes of the previous meeting.
- c) Policy Council members must confirm their attendance 72 hours prior to each meeting by communicating with the Education Division designated Secretary or designee.
- d) Policy Council members who are unable to attend a scheduled meeting must communicate with the alternate to ensure representation.

ARTICLE V: OFFICERS

1) Powers and Duties of Policy Council Officers

- a) Chairperson – The Chairperson shall be a current or former Head Start parent within the last two years. The Chairperson shall be responsible for presiding over meetings, calling Special Committee meetings, officially representing the Policy Council at all functions, providing input on agenda items as needed, and performing other duties as the Policy Council may direct.
- b) Vice-Chairperson – The Vice-Chairperson shall serve in the absence of the Chairperson.
- c) Treasurer – The Treasurer shall present budget reports to the Policy Council and provide input about Head Start budget issues and other fiscal matters as needed.

2) The Education Division designated Secretary shall keep Policy Council meeting minutes, including the disposition of all Policy Council's motions in accordance with the Arizona Open Meeting Law. The Secretary shall give Public Notice of Policy Council meetings, including time, place, and agenda. The Deputy Human Services Director or designee shall have charge of records of the Policy Council.

## ARTICLE VI: ELECTION OF POLICY COUNCIL OFFICERS

- 1) Election – The election of Policy Council officers shall take place each year at the regularly scheduled November meeting.
- 2) Term of Office - The term of office for all officers shall be from the time of one election to the next. No person may serve in the same capacity for more than two consecutive years.
- 3) Vacancy - In the event of a vacancy between elections, the officer or chair shall be filled by a special election or at the next regularly scheduled meeting when at least four (4) days notice is given and a quorum is present.
- 4) Removal of Policy Council Officers - Any Policy Council officer may be removed from office at any time upon the affirmative vote of two-thirds (2/3) of the Policy Council members present and voting at a regularly constituted meeting, provided, however, that at least four (4) days prior written notice is given to all Policy Council members of said meeting and the proposed removal action is included on the agenda.

## ARTICLE VII: REMOVAL OF POLICY COUNCIL MEMBERS

- 1) A member who misses three consecutive meetings or who misses a total of four meetings will be deemed to have vacated his/her membership on the Policy Council.
- 2) Removal for Cause: Upon the affirmative vote of at least two-thirds (2/3) of the members present and voting at a meeting, the Policy Council may remove a Policy Council member for cause. A member who does not follow the Code of Ethical Conduct may be removed for cause (See Attachment A).
- 3) Whenever a vacancy occurs on the Policy Council for any reason, the vacancy may be filled by special election in a manner consistent with Article IV.

## ARTICLE VIII: FINANCIAL, EMPLOYMENT, AND MEMBER CONFLICT OF INTEREST

- 1) Ineligible Persons - No member can serve on the Policy Council when or if there is a conflict of interest. By definition, a conflict of interest is when a member of the Policy Council meets the following criteria:
  - a) Has an immediate family member which includes the spouse, significant other, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law, and adopted and stepfamily members who are employed by the Head Start program or any of its Education Service Providers.
  - b) Holds a contract or has an immediate family member, as defined above, that holds a contract with the Head Start program or any of its Education Service Providers.

- 2) The Policy Council shall abide by all current Federal, State, and City regulations regarding financial conflict of interest as well as nepotism in employment, the acceptance of gifts, and gratuities, and prohibition against partisan political activity.
- 3) Every member shall read and sign the City of Phoenix Conflict of Interest Affidavit (See Attachment B).

#### ARTICLE IX: AMENDMENT

These Bylaws may be altered, amended, or repealed at any regular meeting by a two-thirds (2/3) vote of the members present, provided that not less than five (5) days' notice has been given to all members of the Policy Council and a copy of the proposed amendment sent with the notice.



## City of Phoenix



### **Head Start Birth to Five Program Policy Council Impasse Procedures**

City Council considers proposed decisions by the Policy Council, and the Policy Council considers proposed decisions from the City Council. An impasse and/or internal dispute shall be defined as when the City Council and the Policy Council disagree on a proposed decision. An impasse occurs when the City Council and the Policy Council have not come to an agreement within fifteen (15) working days or by the next regularly scheduled Policy Council meeting, whichever occurs later. It is expected that the City Council and Policy Council will make every effort to resolve the disagreement prior to adopting the mediation and/or arbitration procedures. If there is a disagreement, the City Council and the Policy Council must notify each other in writing why it does not accept the decision.

Mediation is a process in which trained mediators help the involved parties reach a negotiated resolution. Mediation allows the parties involved to retain control of a disagreement and jointly explore and reconcile differences themselves. It empowers the parties involved to create their own solutions and allows for direct communication between all parties to better understand each other's views. In addition, mediation saves money and allows for disagreements to be resolved in an efficient process. Failing resolution at the mediation level, the City Council and Policy Council shall move to arbitration.

#### **Mediation Procedures**

The following mediation procedures shall be adopted in an effort to resolve a disagreement:

1. When a disagreement arises between the City Council and the Policy Council members, each policy group shall designate a subcommittee of no more than three (3) members. The members shall have a direct discussion with each other at a public meeting to make a reasonable faith effort to resolve their differences on an amicable basis. The subcommittee shall follow the Open Meeting Law Guidelines.



2. Failing resolution at the discussion level, the subcommittee shall make a recommendation to the City Council and Policy Council at their next regularly scheduled meeting to make a motion to engage in mediation.
3. The Education Division shall inform the HSD Director in writing as soon as possible that mediation is taking place to resolve a disagreement.
4. At a joint meeting, the subcommittee shall select a mediator utilizing the list of mediators provided by the City of Phoenix. The qualified mediators will not have any affiliation with HSD.
5. If the disagreement between the City Council and the Policy Council relates to the termination or denial of refunding the Head Start Grant, HSD shall notify the Regional Office within ten (10) working days. If the Council is proposing to deny the refunding application, HSD shall inform the Regional Office immediately or no later than ninety (90) days prior to the refunding date.
6. The mediator shall hold as many subcommittee meetings as reasonably necessary to resolve the disagreement in a timely manner. All meetings will be held in compliance with the Open Meeting Law Guidelines.
7. Failing resolution at the mediation level, the subcommittee shall make a recommendation to the City Council and the Policy Council at their next regularly scheduled meeting to make a motion to engage in arbitration to resolve the impasse. See "Arbitration Procedures."
8. Mediator fees may be charged to the Head Start grant in the amount equal to the usual and customary fees charged within the City of Phoenix market area with the responsible Federal official's approval.

## **Arbitration Procedures**

The following procedures shall be adopted if the impasse moves to arbitration:

1. The Policy Council shall submit a written notice regarding the impasse to the City Council and the City Manager or the City Manager's designee. The notice will be delivered within three (3) working days if the impasse is not resolved through mediation. The written notice will describe the nature of the impasse and request from the City Manager or designee a list of qualified arbitrators. The City Council and Policy Council shall each designate a subcommittee of no fewer than three (3) people to select and brief the arbitrators as described below.
2. The City Manager or designee shall forward a list of qualified arbitrators to the subcommittee within three (3) working days after receipt of written notice from

the subcommittee. The qualified arbitrators on the list will not have any affiliation with HSD.

3. The subcommittee of the City Council and the Policy Council shall each select an arbitrator for representation, respectively. If a selected arbitrator is unable to serve, the impacted subcommittee shall select another arbitrator from the list. Upon agreeing to serve, the arbitrators shall meet within five (5) working days of selection. The arbitrators shall select a third arbitrator from the approved list. This third arbitrator will serve as the Arbitration Committee Chair.
4. Within three (3) working days of selecting their prospective arbitrator, each subcommittee shall provide each arbitrator with a one-page outline of the impasse, the position, and requested remedy of the City Council and Policy Council, respectively.
5. The Arbitration Committee Chair shall call a public meeting, in accordance with Open Meeting Law Guidelines, of the Arbitration Committee within ten (10) working days after the complete formation of the Arbitration Committee. The Committee Chair will facilitate discussion between the arbitrators. In the event of an impasse, the Committee Chair will make a final decision on the impasse. The findings of the Arbitration Committee shall be final and binding on the City Council and the Policy Council. A final report of the Arbitration Committee shall be forwarded to the City Manager, the City Council, and the Policy Council.
6. The Human Services Department will notify the Federal Regional Office of the decision and pay related arbitration and mediation costs.



## City of Phoenix



### Head Start Birth to Five Program Policy Council Conflict of Interest Affidavit

\_\_\_\_\_  
Name

\_\_\_\_\_  
Program

I have read and accept full responsibility for my role as a Policy Council member as outlined in the Policy Council Bylaws and the Code of Ethical Conduct.

I pledge that I do not have an immediate family member who is a City of Phoenix Head Start employee. Neither I nor any immediate family member has a contractual or financial interest, such as employment, in the City of Phoenix Head Start program or any of the Education Service Providers. An immediate family member includes a spouse, significant other, parents and grandparents, children and grandchildren, brothers and sisters, mother-in-law and father-in-law, brothers-in-law and sisters-in-law, daughters-in-law and sons-in-law, and adopted and stepfamily members.

If, at any time during my membership, a conflict of interest occurs, I shall immediately notify the City of Phoenix Head Start Program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**City of Phoenix**



**Head Start Birth to Five Program  
Policy Council Code of Ethical Conduct**

We believe it is the role of every person in Head Start to treat staff, families, children, and the general community with respect and dignity. It is the expectation that members of the Policy Council conduct themselves in a professional manner. Being a representative of an Education Service Provider or Grantee Operated Program is very important as it relates to program governance and general operations in Head Start.

As a member of the Policy Council, I will adhere to the following:

- Treat staff, families, children, and the general community with respect and dignity
- Conduct myself in a professional manner, remembering I am representing the Head Start Birth to Five Program
- Demonstrate courtesy (waiting your turn to talk, give input, etc.)
- Dress appropriately (business casual is recommended)
- Accept and value diversity
- Stay on task and be fully engaged in meetings (limiting sidebar conversations)
- Consider what is best for the entirety of the program in my decision-making

\_\_\_\_\_ As a parent member, I will adhere to the City of Phoenix Head Start Birth to Five Program Standards of Conduct.

\_\_\_\_\_ As a community representative, I will adhere to the City of Phoenix Head Start Birth to Five Program Standards of Conduct.

The following behaviors will not be accepted under any circumstances:

- Making threats to staff, children, and families
- Swearing, cursing, or smoking at any Head Start Event/ Activity/ Meeting
- Bringing drugs, alcohol, or weapons to Head Start Sites
- Violating any program policies and procedures

- Accepting or soliciting gratuities, favors, or anything of monetary value from the contractors or parties to subcontracts, unless the gift is unsolicited is of nominal value, and the financial interest is not substantial.

If any of the above behaviors occur, I understand that as a member of the Policy Council, I will be asked to stop the inappropriate behavior immediately and/or may be asked to leave the meeting/activity.

If I fail to adhere to the Code of Ethical Conduct, I will permanently be removed from the Policy Council.

\_\_\_\_\_  
Policy Council Member

\_\_\_\_\_  
Date



# City of Phoenix

City of Phoenix Education

Standards of Conduct

Division

I, \_\_\_\_\_ understand the importance and role of the Head Start Program staff in maintaining safety and security for all children enrolled and will follow the Head Start Program Performance Standard on safety practices and standards of conduct.

- I will respect and promote the unique identity of each child and family and refrain from stereotyping on any basis of race, gender, ethnicity, culture, religion, disability, sexual orientation, family composition, and gender identity.
- I will comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with Head Start Performance Standards and any applicable federal, state, or local laws.
- I will ensure that no child is left alone and unsupervised.
- I will implement positive strategies to support children's well-being and prevent and address children's challenging behavior.
- I understand that I must not:
  - (A) Use corporal punishment;
  - (B) Use isolation to discipline a child;
  - (C) Bind or tie a child to restrict movement or tape a child's mouth;
  - (D) Use or withhold food as a punishment or reward;
  - (E) Use toilet learning/training methods that punish, demean, or humiliate a child;
  - (F) Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child;
  - (G) Physically abuse a child;
  - (H) Use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or the child's family or
  - (I) Use physical activity or outdoor time as a punishment or reward.
- I will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.

By signing below, I acknowledge that a violation of these standards may result in disciplinary action up to and including termination. Consequences will not be taken lightly; this is a serious matter, and I will be held accountable to the fullest.

**Signature:**

**Date:**



## SECTION IV – SUBMITTALS

CITY OF PHOENIX

### 1. OFFER

- 1.1. Please submit (Tabs 1– 7) in the Submittal Section 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).** 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.
- 1.4. **Please DO NOT submit links to Google Docs, Dropbox Paper, or similar services. Your offer may be deemed non-responsive if your offer is submitted utilizing these services.**

### 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](mailto: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.



## SECTION IV – SUBMITTALS

CITY OF PHOENIX

### 3. OFFER SUBMITTAL FORMAT

The written Offer should be:

- **Typewritten for ease of evaluation.**
- **12-point Arial font.**
- **60 single-sided page limit for the Proposal Narrative response.**
- 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:

**Tab 1** General Information

**Tab 2** Proposal Narrative (Attachment G)

**Tab 3** Organization Chart

**Tab 4** Site Information Form (Attachment E)

**Tab 5** Budget Documents

- Staffing Schedule
- Line-Item Budget
- Line-Item Budget Narrative
- In-Kind Budget
- Distribution of Costs.
- Budget Planning Tool Spreadsheet (Attachment F)
- Line-Item Budget Template Excel Spreadsheet (Attachment F1)

**Tab 6** Other Required Submittals (Attachments H – N) and your SAM.gov Unique Entity Identifier (UEI).

**Tab 7** Signed Addenda, if applicable

### 4. EVALUATION CRITERIA

#### **Tab 1 – General Information (no point value)**

In this section, the Offeror must provide one page with the following information:

Full organization name, address, phone number, and the name and email address of your contact person for the proposal. Do not include additional information.

#### **Tab 2 – Proposal Narrative (1000 points) Attachment G**

Provide a detailed narrative response to each criterion. An Evaluation Panel will evaluate your responses. If selected, this document will serve as your Education Service Plan in accordance with the City's terms and conditions and the Head Start Program Performance Standards. Offerors must notify the City in writing of any changes to this information during the contract term. **Offerors should reference**





## SECTION IV – SUBMITTALS

CITY OF PHOENIX

**Attachment G1, Proposal Narrative Scoring Rubric, as a guide in preparing your response.**

### **Tab 3 – Organization Chart**

Submit a current Organization Chart setting forth lines of authority, responsibility, and communication in accordance with policies established by the governing body or organization management. This chart should accurately reflect all existing positions and titles of staff proposed for the delivery of services.

### **Tab 4 – Site Information Form Attachment E**

Complete based on the zip codes and program option(s) proposed in the Evaluation Narrative. Site visits will be conducted at each proposed site for the evaluation of health and safety. **Offerors should reference Attachment E1, Site Classroom Scoring Rubric**, for the health and safety issues the Quality Assurance team will assess.

### **Tab 5 – Budget Documents**

Submit the following items:

- Staffing Schedule
- Line-Item Budget
- Line-Item Budget Narrative
- In-Kind Budget
- Distribution of Costs. Remember to sign the Certificate of Cost Allocation Plan on page 4 of the document.
- Budget Planning Tool Excel Spreadsheet (Attachment F)
- Line-Item Budget Template Excel Spreadsheet (Attachment F1)

Instructions for the preparation of these documents are outlined below in Attachments A –D and F and F1.

- Staffing Schedule Instructions (Attachment A)
- Line-Item Budget Instructions (Attachment B)
- Line-Item Budget Narrative Instructions (Attachment B1)
- In-Kind Budget Instructions (Attachment C)
- Distribution of Costs Instructions (Attachment D)
- Budget Planning Tool (Excel) (Attachment F)
- Line-Item Budget Template Excel Spreadsheet (Attachment F1)

### **Tab 6 – Other Required Submittals**

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

Attachment H – Offer Form



## SECTION IV – SUBMITTALS

CITY OF PHOENIX

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

Attachment J – Solicitation Conflict and Transparency Disclosure Form

Attachment K – References

Attachment L – Confidential Information

Attachment M – Assurances

Attachment N – Cost and Payment Terms and Options

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

### **Tab 7 – Signed Addenda, if applicable**

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