

ADDENDUM 1
(Issue date: 2/12/2025)

(please sign and return with the submittal)

QUESTIONS AND ANSWERS:

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

No.	Question	Answer
1.	<u>Pre-Offer Conference Question</u> Is ACC registration required by submission or by contract award?	RFQu Section 2.8 Business in Arizona (Pg. 6) ACC is required before entering into a contract with the City, unless the Offeror asserts a statutory exception.
2.	<u>Pre-Offer Conference Question</u> (a) Will there be multiple awards for each line of services? (b) If so, is there a minimum number of services required?	RFQu Section 2.24 Contract Award (Pg. 12) (a) Yes. (b) No. Services will be provided on an as-needed bases, see solicitation paragraph 1.1 Summary, page 3.
3.	<u>Pre-Offer Conference Question</u> Reading through this RFP it has a large focus on historical success of the organization. Our organization recently sold its products and assets to a new organization. The leadership and management also moved to the newly created organization. While the products and employees supporting the products meet the prerequisite requirement of 7 years the new organization would not. Does this situation preclude us from submitting a proposal?	RFQu Section 2.15 Contract Award (Pg. 8) Offers who do not meet the minimum qualifications listed in this section will be deemed as non-responsive. Based on the information provided, it appears that your organization does not meet Minimum Qualification A: Offeror must have been in business at least five (5) consecutive years providing related services as outlined in this solicitation, within the last seven (7) years.
4.	<u>Pre-Offer Conference Question</u> Please repeat, was ACC registration required by submission or contract award?	See response to Question #1.
5.	<u>Pre-Offer Conference Question</u> How do you prefer or expect us to demonstrate compliance to the 5 years – is it through client delivery examples.	The City acknowledges that compliance can be met through multiple methods. The method chosen by Offers to demonstrate compliance is discretionary to offerors. The method mentioned is acceptable, as long as the information demonstrates that the requirements listed in 2.15 Qualification Criteria (Page 8) are met. A narrative summary of the firm's experience in providing the offered services, with length of time providing services, client listing (identifies private/public entities), and duration of such engagements would also satisfy this requirement. These entities can be listed on the Reference Form.

No.	Question	Answer
6.	<p><u>Pre-Offer Conference Question</u> Reference 2.15 Qualification Criteria, pg 8.</p> <p>On bullet #2, does this mean five years operating under our own business or in the industry as a professional.</p>	<p>RFQu Section 2.15 Contract Award (Pg. 8)</p> <p>See response to Question #3, regarding years in business.</p> <p>Minimum Qualification B requires Offeror to have at least five years' experience providing Professional Development Consultation, Professional Facilitation, Training, Motivational Speaking, Management Coaching and/or related services for private and/or public entities.</p>
7.	<p><u>Pre-Offer Conference Question</u> Is the expectation that the business ONLY provides these services as their business or will it be considered if training and development are a portion of the business services provided?</p>	<p>No, however the number of years' requirement have to be met for the services listed in the solicitation.</p> <p>See response to Questions #3 and #6.</p>
8.	<p><u>Pre-Offer Conference Question</u> Are companies that are located out of state required to registered with Arizona Corp. Commission after the award.</p>	<p>See response to Question #1.</p>
9.	<p><u>Pre-Offer Conference Question</u> The References information shall be included in the solicitation Submittal Section, References</p>	<p>Yes. See 9. Submittal Section, page 41, the Reference form shall be included in Section 5 – City Forms. This form has been uploaded separately in the Solicitation website, with the other Solicitation documents.</p>
10.	<p><u>Pre-Offer Conference Question</u> Are there detailed descriptions of the “areas of Interest” that further define the needs like *competencies, *leadership *risk tolerance, etc,... Or are they included in the service requests?</p>	<p>See solicitation 3.3 Project Selection Process (page 14).</p> <p>The specifics will be included in the City's project request.</p>
11.	<p><u>Pre-Offer Conference Question</u> Will the RFQ also cover Aviation and other Departments that currently have a separate RFQ?</p>	<p>Reference 3. Scope of Work, 3.2 Background Information, paragraph 2 (page 14) Yes. The awarded contracts will be made available to all City departments.</p>
12.	<p><u>Pre-Offer Conference Question</u> As we have a current vendor number with COP, and have multiple departments within the city currently utilizing us, would this broaden our exposure to other departments? If so, should we reference our vendor number and services offered on this solicitation.</p>	<p>See response to Question #11.</p> <p>The City Issued Vendor number should be listed on the Offer Page (PDF page 47, in box titled: Enter City's Registration System ID Number). The services offered can be included in the narrative under RFP Section 9. Submittals, under Business History (Section 4, page 43).</p>
13.	<p>The References information shall be included in the solicitation Submittal Section, References form”. Is there any specific format?</p>	<p>See response to Question #9.</p>

No.	Question	Answer
14.	<u>Pre-Offer Conference Question</u> Are approved contractors permitted to promote out services to departments within the agency? Ex.: direct email, requests for referrals from attendees to other departments/employees/etc.	No, this is not encouraged. See response to Question #10. Projects awarded under the resulting contracts will be competitively bid among all awarded Vendors capable of providing the requested service.
15.	<u>Pre-Offer Conference Question</u> Would the City consider an exception to the contract language to ensure that the Contractor retains ownership of all pre-existing intellectual property (IP) and that no IP ownership is transferred? Our organization requires this provision as we grant clients a limited-use license to access our IP while both parties retain rights and title to their respective IP.	Reference 2.5 Exceptions (page 6) The City prefers Offerors to not take exceptions. However, if exceptions are included with the offer the information may be considered. NOTE: The exception will not be considered if all of the information below is not provided: (a) <u>"redline the City's provision in the Solicitation"</u> for which the exception applies (b) identify proposed revisions/redlines (c) provide a statement that describes the reason for the change. (d) this information can be added as a new Section #8 - Exceptions
16.	<u>Pre-Offer Conference Question</u> Is any favor given to vendors who are currently on AZ State and Phoenix Contracts and Phoenix QVL?	No. The City will establish a Qualified Vendor List (QVL) to include all offerors who meet the requirements of this solicitation. See Response to Question 10.
17.	<u>Pre-Offer Conference Question</u> What were you going to attach to the addenda?	The listing of questions received with the City's responses.
18.	<u>Pre-Offer Conference Question</u> Does that mean a department can't enter into a contract with a vendor unless the vendor is on the approved vendor list?	As it relates to this solicitation, yes. Projects will be awarded only to firms awarded a contract from this solicitation process. Please note that the City has many departments, some which do their own procurements. Vendor's are not precluded from entering into contracts with other City departments.
19.	<u>Pre-Offer Conference Question</u> Please confirm, do you prefer questions to be sent to your email address directly?	Yes. Please reference solicitation 2.6 Inquiries, (page 6).
20.	<u>Pre-Offer Conference Question</u> Are digital signatures acceptable?	Yes. Electronic signatures are valid under Arizona law. Either or all parties may execute this Agreement by scanned or electronic signature, and any such scanned or electronic signature shall be deemed an original, valid, and binding signature if issued with proper signature authority.

No.	Question	Answer
21.	<u>Pre-Offer Conference Question</u> If awarded, would COP Procurement consider approved vendors attending the monthly liaison meeting to provide detailed information and answer questions?	No. See response to Question #10. The procurement liaison meeting is internal to City staff. City procurement liaison's will be notified of the awards and contracts available for use and provided an overview of the resulting contracts and how to use the services.
22.	<u>Pre-Offer Conference Question</u> If you are already signed up as a Vendor but did not include Professional Development and Coaching, can this be added, or is it too late because you have registered.	Refer to 2.1 City's Vendor Self-Registration and Notification (page 5) The Vendor profiles can be updated at any time to ensure the contact information is current and the profile accurately reflects the Product Category codes for the services offered.
23.	<u>Pre-Offer Conference Question</u> Where can we find the Solicitation Response Check List	Refer to 9. Submittals (page 41)
24.	<u>Pre-Offer Conference Question</u> On the matrix, should we select Yes or No for Each column.	Yes, that is correct. All items on the Services Matrix need to be completed. This attachment is included as a separate attachment within the posted solicitation documents.
25.	<u>Pre-Offer Conference Question</u> Are you going to review the Insurance Requirements?	Reference 8. Insurance Requirements (page 38) Yes. The Coverage types required are Commercial General Liability, Auto, Worker's Compensation and Professional Liability (E&O). Please refer to this section for all requirements and the limits required for each.
26.	<u>Pre-Offer Conference Question</u> Will there be an opportunity to ask questions about the referral document after we receive it as it will be past the question deadline.	Questions will not be accepted beyond the inquiry period.
27.	<u>Pre-Offer Conference Question</u> On the first tab of the matrix, A 8-10, does this refer to the # of employees?	Disregard rows 8-10 from the Services Matrix. This information is not required by the City.
28.	<u>Pre-Offer Conference Question</u> Was the Excel Services Matrix included in the solicitation doc?	Yes. It is an attachment within the posted documents for Solicitation RFQu 25-0572.
29.	We missed the bidder's conference. Was the meeting recorded, or can we obtain a copy of the information provided and Q&A.	Yes. The presentation was uploaded within the Solicitation RFQu 25-0572. The Q&As covered are included in this addendum. The pre-offer conference was not recorded.
30.	Is a portion that asks for referrals.	See Response to Question #9.

No.	Question	Answer
31.	<p>(a) We currently do business with the City of Phoenix Water Department. Do you know if the services being requested for RFQu 25-0572 are like those listed on our current contract, and would those hold true only for the Water Department? Other departments have contacted us to “piggyback” off the aforementioned.</p> <p>(b) Safety, Environmental, and Technical Training are listed on our current contract. The solicitation you presented last week do not call out these specific items and we are wondering if the scope would cover these areas. Can you speak to that?</p>	<p>(a) See response to Question #18. The scope of work would identify the department(s) the services are intended for.</p> <p>(b) The list on 3.4 Scope of Services, page 16 is not all inclusive. Please list those services in the Services Matrix under (C)Other Services.</p>
32.	Are the “City Forms” for submittal considered part of the 15-page maximum?	Reference 2.17 Evaluation and Selection (page 9).The limit is 50 pages and would include the entire submission.
33.	Is the “City’s Registration System ID Number” from the Offer page, the same as our COP Vendor ID if we are already an approved vendor?	Yes. See Response to Question #12.
34.	Was the conference recorded in a way that I could watch/listen to the presentation and Q&A?	See Response to Question #29.
35.	I have not seen the references form in the form section to fill out. Should I make my own references list in the document?	See Response to Question #9.
36.	As a long time vendor on the contract, do we have the ability to simply renew rather than having to complete the new application from scratch?	No. Reference Appendix 1 – Frequently Asked Questions, Question #5 (PDF page 45).
37.	Does this include PD and Training within childcare/preschool business development and leadership?	See Response to Question #31b.
38.	<p>(a) Should Sub-Contractor resumes be included since they are not employees of a Sole Proprietor?</p> <p>(b) How do you define Speech Coaching?</p>	<p>(a) Yes</p> <p>(b) Helps refine delivery, vocal intonation, articulation, body language and overall confidence when speaking to an audience.</p>
39.	Are the responses/ submittals accepted from organizations outside of Arizona?	Yes. See Response to Question #1.
40.	On page 19 of the RFQ under Evaluation Process, #4, there is reference to the Scope of Work in Section V. Please identify where in Section V this is referring to. Also, on Page 19 under Evaluation, there are only parts 1, 2, 4. Should there be a 3?	Both areas are typos. The table should only include Items 1, 2, and 3. Under Capability, it should read: “Offerors must be able to fully provide the services as defined in Section 3. Scope of Work.”

No.	Question	Answer
41.	<p>(a) Is the City Registration Number the same as the Vendor Number? If not, where does one find the registration number?</p> <p>(b) Where is the References Form referred to in the RFQ? We do not see it in the main document or as a separate document on the City site.</p> <p>(c) Are we being asked at this time for descriptions of each training, learning objectives, hours, deliverables, maximum participants, etc. If so, in which section of the response does that belong?</p> <p>(d) How do we clearly demonstrate "compliance" as requested under Business History Section C? "The narrative must clearly demonstrate compliance and the experience providing Professional Development"</p>	<p>(a) See Response to Question #9.</p> <p>(b) See Response to Question #9.</p> <p>(c) See 9. Submittals, Section 4, Capability paragraphs A and B, page 43.</p> <p>(d) See Response to Question #18.</p>
42.	<p>Could you clarify whether registration with the Arizona Corporation Commission (ACC) is required for out-of-state businesses? The ACC appears to apply to Arizona-based entities. Our organization is incorporated in California and operates nationally and globally. Would our state of incorporation qualify for a statutory exception to this requirement?</p>	<p>Yes. See response to Question #1. The State of Arizona is the regulatory agency for this requirement, therefor the statutory exemption questions shall be directed to them.</p>
43.	<p>(a) We would appreciate your assistance in clarifying whether this request for qualifications is the same as our existing City Clerk Contract (No. 162072), or if it represents a separate and distinct process.</p> <p>(b) Additionally, could you please provide guidance on whether organizations holding an SRM contract number are eligible to apply for this request?</p>	<p>(a) The referenced contract is a Human Services Department contract and I am not familiar with it.</p> <p>(b) See Response to Question #18.</p>
44.	<p>Section 4, Business History: C. The narrative must clearly demonstrate compliance and the experience providing Professional Development Consultation, Professional Facilitation, Training, Motivational Speaking, Management Coaching and/or related services for private and/or public entities.</p>	<p>See Response to Question #6.</p> <p>Compliance refers to how this requirement is met.</p>

No.	Question	Answer
	What compliance is being referred to? What specific compliance do we need to demonstrate here?	
45.	Reference: Service Matix – can you define or provide examples for the following: (a) 1-5, 5-10, 11+ Consultants (b) Mentoring programs (c) Specialize in Government Curriculum Specialty Areas (d) Competency Development	(a) See Response to Question #27 (b) Experience in providing structured professional and personal development for pairing individuals who can provide guidance, support and knowledge sharing. (c) Experience in working with Government sector (d) Experience in improving job performance and/or professional growth by developing their knowledge, skills, and ability in a specific role or career path.
46.	Does the project represent a continuation of a past or current effort or is this a new initiative?	The resulting contracts will replace the City's contracts, which expire after a five year term.
47.	If you have used a similar process in the past, what parts do you wish to retain, and which parts do you wish to improve or discard?	Section 3. Scope of Work (page 14) reflects the City's scope for services required for the next five years.
48.	Do you have an incumbent who provides similar services to those described in the RFQ? If yes, what advantage, if any, would such a vendor have in competing for the current project? a. Do you have a preference for local consultants, or any other preferences? b. If so, what weight of your final decision will be based on this preference?	See response to Questions #14 and #46 (a) No. See response to Question #14. (b) The Evaluation Process is listed on page 19
49.	Will you pay for travel?	If required, the costs would need to be identified in the quote/response to the City's specific project.
50.	What is your not to exceed budget or budget range or how much have you spent on similar work in the past?	The City's estimated budget for the five year contract is \$2.5 million.
51.	Why are you choosing to outsource this project rather than staffing it internally?	These contracts provides the City an option if the resources are not available internally or if the City requires specialty services.

No.	Question	Answer
52.	6.11. Exclusive Possession, this says works created under this contract are the sole property of the City of Phoenix, which makes sense because that would consist of work product. However, most of what I offer from a speaking and training standpoint is trademarked and copyrighted intellectual property that belongs to me and my company (e.g., customized virtual workshops, in-person training programs).	See response to Question #15.
53.	In determining the perfect partner for your services, what is important for you that this partner has/exhibits?	See response to Question #10.
54.	What is the typical method of delivery for the City of Phoenix's current learning and development offerings?	In person and including the delivery methods outlined in solicitation 3.8 Training Delivery Methods (page 18).
55.	Do you foresee the offerings requested in the RFQ differ from the typical method of delivery? If yes, please elaborate?	No, the requirements would be outlined in each project request.
56.	Please elaborate on the "train the trainer" request. Would this be a training session that Right Management would teach the City of Phoenix to then be able to deliver themselves?	Yes. If this methodology is requested by the City, the project request will include the requirements.
57.	For facilitated sessions, approximately how many attendees would the City of Phoenix request be in each session and what are the levels of the attendees?	See response to Question #10.
58.	For facilitated sessions, on average, how long would the City of Phoenix request that the session be?	See response to Question #10.
59.	For facilitated sessions, is the City of Phoenix's expectation that the delivery would take place in a module approach (i.e. one session facilitated at a time with no connection to future or past content), or is the City of Phoenix expecting that the content take place in a learning journey (i.e. the session follows a pattern and is connected to the content facilitated before and after)?	See response to Question #10.
60.	For facilitated sessions, is the City of Phoenix planning to have the same audience for each session or will the audience vary?	See response to Question #10.

No.	Question	Answer
61.	For facilitated sessions, does the City of Phoenix plan to own the work product once the content has been facilitated?	See solicitation 6.11 Exclusive Possession (page 34)
62.	Can you provide an estimated frequency of services expected over the course of the 5 year contract?	Services are provided on an as-needed basis.
63.	Of the services requested, what are the levels of the employees?	See response to Question #10.
64.	For coaching services, is the City of Phoenix requesting that Right Management coaches use a specific framework?	See response to Question #10.
65.	For coaching services, would the City of Phoenix also request an assessment of the individuals to kick off the coaching engagement?	See response to Question #10.
66.	For coaching services, what level would these employees be - manager, executive, etc.?	See response to Question #10.
67.	Can you elaborate on the type of support you are looking for in community engagement/community meetings?	See response to Question #10.
68.	Once the partner's that the City of Phoenix have been determined, what does the engagement process look like?	See response to Question #10.
69.	What does success look like 6-12 months post contract period?	See response to Question #10.
70.	Reference: Services Matrix Please provide examples of what is meant by "Health Services"?	Health services related to workplace safety, and well-being, including but not limited to mental health. This is not exhaustive and may also include services necessary to support a safe and healthy work environment.
71.	Reference: Services Matrix Please provide examples of what is meant by "Speech Coaching"?	See response to Question #38b.
72.	Reference: Services Matrix Please provide examples of what is meant by "Mediation"?	Mediation services that are structured programs or training that provides skills and strategies to resolve workplace conflicts. This may focus on communication, negotiation, and conflict resolution.
73.	Reference: Services Matrix Please provide examples of what is meant by "Employee Investigation"?	Services that provide training designed to provide skills, knowledge and guidelines to conduct a thorough, and legally compliant workplace investigation.

No.	Question	Answer
74.	<p>Reference Key Staff Qualifications, Item C Resumes, page 43</p> <p>Would the City consider amending the wording of the Organizational Chart requirement to either firm structure or typical project structure? Depending on the scope of the Task Order/Work Order, the size and structure of the project team could vary greatly. For large firms, the organizational chart of the firm will be completely different than the structure of the project team.</p>	<p>No. The intent of this requirement is for Offeror's to identify the staffing resources being proposed to provide the services.</p>
75.	<p>Reference Key Staff Qualifications, Item C Resumes, page 43</p> <p>Would the City consider amending the wording of the Resume requirement to either remove the wording "(includes all positions identified in the Organizational Chart)" or update "...which will be providing Services..." to "...who may provide Services"? Depending upon the specific scope of Task Order/Work Order for large firms, the best staff for the required services may differ.</p>	<p>See response to Question #74.</p> <p>The intent of this requirement is for the Offeror to outline the qualifications, experience, responsibilities, certifications, etc for the proposed staff.</p>
76.	<p>Section 3.5 Contractor Requirements (page 16)</p> <p>states that "the Contract Shall Have the capacity and availability to meet the needs of the specific focus area within 30-days of City's request, or as otherwise identified in the individual project's scope of work." We require a minimum of a 4-week confirmation notice for all our sessions. Will the project quotes be shared 30 days in advance for solicitation with a decision made later or will the project team/department select a vendor for their need 30 days before their desired date?</p>	<p>See section 3.5 Contractor Requirements, paragraph B (page 16)</p> <p>Have the capacity and availability to meet the needs of the specific focus area within 30-days of the City's request, <u>or as otherwise identified in the individuals project's scope of work.</u></p>
77.	<p>Section 3.5 Contractor Requirements (page 17)</p> <p>it states "In order to fulfill the types of scopes of works examples listed above, Contractors must have all personnel necessary to complete all potential tasks. Contractors must be able to work independently without any City equipment or support." If on-site training is requested, will the contractor be able to use AV equipment such as projector and screen from the city or do they need to provide their own?</p>	<p>The Contractor is responsible to provide all equipment and services needed for a specific project.</p> <p>If the City has available equipment for use by the Contractor, this will be included in the project request. Contractors can ask this question for clarification, if needed.</p>

No.	Question	Answer
78.	Section 5.7. G., (page 29) it states "Work Product, Equipment, and Materials: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material." We do not permit that our Intellectual Property be considered "work for hire". Is this something that can be adjusted?	See response to Question #15.
79.	Section 7.1. (page 29) states "the Consultant ("Indemnitor") must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against...." Would there be an option to state both parties must defend, indemnify, and hold harmless the other party....	See response to Question #15.
80.	In our standard contracts and master services agreements, we have language supporting intellectual property and data privacy. Would we need to have that included in this agreement or is that something that can be added after the awards are made?	See response to Question #15, propose language to the City for consideration.
81.	Section 2.11.F (page 7) states that "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." Could the City of Phoenix please provide the maximum file size/file size limitation information for its email system?	This information is not available. The City recommends to submit the offer well in advance of the deadline, indicate if you are sending more than 1 email (ie Subject: 1 of 3 emails), and request confirmation that all emails were received. Verify this before the offer deadline. Submissions will not be accepted after the deadline.
82.	Section 3.8, (page 18) defines "Offsite Classroom" delivery as an "In person instruction session at Contractor's location or chosen facility." Could the City of Phoenix please provide more details regarding its requirements for such facilities, such as any security requirements, technical requirements, and access distance limitations related to attendees?	See response to Question #10.

No.	Question	Answer
83.	3.6 A under "Structured Services," the RFQ states that "proposed solutions must align with established curriculum." Can you please provide more details on how contractors will be familiarized with the established curriculum?	See response to Question #10.
84.	We are a business in Ca. Will we need a certain license or certificate with the state of Arizona to be considered? Or in other words, is this an (in-state) preferred RFQu? Please section 2.8 below In sections 2.8. Business in Arizona <i>The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.</i>	Yes. See response to Question #1.
85.	Do we need to submit any certifications, w9, business tax certificate with this submittal?	No.
86.	Can we submit a hard copy of our proposal along with emailing it? Is there any reason we should/should not do that?	No only electronic submittals are required. See solicitation section 2.11 Submission of Offer (page 7).
87.	FranklinCovey does not provide works for hire, but rather off the shelf content and subscriptions that are based on IP wholly owned by FranklinCovey. As such FranklinCovey has service specific terms and conditions required for licensing the use of that IP. Will the City of Phoenix be amenable to incorporating additional terms and conditions via individual scopes of work? Some of the terms within the Contract would conflict with how FranklinCovey can license its products and services and thus we need to ensure FranklinCovey retains ownership of all IP and can carve out how the IP can be utilized.	No, there will not be project specific negotiation of terms and conditions. Terms and conditions are included <u>only</u> in the resulting contract. Submit the information as indicated below for the City's consideration. See response to Question #15.
88.	Regarding cooperative use of the contract by other government agencies within Arizona; language indicates that it is with approval of the Contractor as well that the contract can be extended to other government agencies in the State of Arizona. What is the process by which FranklinCovey would be contacted to see if approval could be given to another government agency within the State of Arizona?	Generally public agencies contact the City to ensure the contract allows use of Cooperative. The agencies will contact the Vendors directly.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____