



**CITY OF PHOENIX  
HUMAN SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)  
RFQu-25-EDU-81**

**HEAD START BIRTH TO FIVE  
CLASSROOM OBSERVATION SERVICES  
UTILIZING  
CLASSROOM ASSESSMENT SCORING SYSTEM  
TEACHING PYRAMID OBSERVATION TOOL  
TEACHING PYRAMID INFANT–TODDLER OBSERVATION SCALE**

**DEADLINE FOR RECEIVING  
STATEMENT OF QUALIFICATIONS (SOQ)**  
Friday, April 11, 2025, 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 website (issue Date): February 28, 2025**



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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 vendors, but vendors are expected to read and comply with the entire solicitation.**

### **SOLICITATION RESPONSE CHECKLIST**

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

- Reviewed Section I – Instructions.
- Reviewed Section II – Draft Professional Services Agreement.
- Reviewed Section III – Special Terms and Conditions.
- Reviewed Section IV – Insurance Requirements.
- Reviewed Section V – Scope of Work.
- Followed submittal format as stated in Section VI – Submittal Requirements.
- Provided a written narrative response under Section VI – Submittal Requirements, Tab 1 – Cover Letter, and Tab 2(A)(B) – Response to Evaluation Criteria.
- Provided a Fee Schedule as stated in Section VI – Submittal Requirements, Tab 2(C).
- Submitted Attachments A – G under Section VI – Submittal Requirements, Tab 3.
- Provided Unique Identity Identifier (UEI) from SAM.gov under Section VI – Submittal Requirements Tab 3.
- Your organization is registered and in good standing with the Arizona Corporation Commission (ACC).
- Provided your ACC Entity ID under Section VI – Submittal Requirements, Tab 3.
- Included signed Solicitation Addenda under Section VI – Submittal Requirements, Tab 4, if applicable.

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



**SECTION I – INSTRUCTIONS**

**CITY OF PHOENIX**

**1. DESCRIPTION – STATEMENT OF NEED**

- 1.1. The City of Phoenix (City) is seeking highly qualified consultants to conduct classroom observations and coaches to support instructional staff based on CLASS, TPOT, or TPITOS scores for a contract commencing on or about July 1, 2025, in accordance with the specifications and provisions contained herein, which is upon award by the City Council, as required by the Phoenix City Code. The City will create a Qualified Vendor List (QVL) of qualified vendors through this solicitation. Multiple awards may be made. The contract term is July 1, 2025, through June 30, 2030, with no options to extend.
- 1.2. The City intends to maintain this QVL through June 30, 2030. An Evaluation Panel will evaluate the Offerors under consideration. The City reserves the right to request supplemental information that the Evaluation Panel deems necessary to make a selection. There is no guarantee that an Offeror placed on the QVL will be hired during the QVL's term. Each Offeror's submission of a response to this Request for Qualifications (RFQu) constitutes the Offeror's agreement to the terms set forth herein.
- 1.3. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.4. Notwithstanding the foregoing, the QVL will terminate upon the earliest occurrence of any of the following:
  - (a) Reaching the end of the term, including any extensions exercised or
  - (b) Completing the services set forth in the Scope of Work (the "Services").
  - (c) Termination pursuant to the provisions of the contract.

**2. SCHEDULE OF EVENTS**

ACTIVITY (All times are local Phoenix time)	DATE & LOCATION
Submittal of Written Questions by 3:00 PM	Tuesday, March 18, 2025
Response to Written Questions	Tuesday, March 25, 2025
Offer Due Date by 3:00 PM	Friday, April 11, 2025. Offers 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 Offer.
Award Recommendation	June 18, 2025



## SECTION I – INSTRUCTIONS

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

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

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

### 4. PREPARATION OF OFFER

- 4.1. Offers must be received by email at [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov) no later than 3:00 PM on Friday, April 11, 2025.
- 4.2. Offeror must use all forms provided in the Submittal Section. All forms must be completed and submitted with the offer.
- 4.3. The signed and completed Solicitation Disclosure form must be included, or your offer may be deemed non-responsive.
- 4.4. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications to the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for the Offeror's errors or omissions.
- 4.5. All time periods stated as a number of days will be calendar days.
- 4.6. It is the responsibility of all Offerors to examine the entire solicitation, seek clarification of any requirement that may not be clear, and check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after the due date and time. Offerors are strongly encouraged to:
  - 4.6.1. Consider applicable laws and/or economic conditions that may affect the cost, progress, performance, or furnishing of the products or services.
  - 4.6.2. Study and carefully correlate the Offeror's knowledge and observations with the solicitation and other related data.
  - 4.6.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that the Offeror has discovered in or between the solicitation and other related documents.



## SECTION I – INSTRUCTIONS

CITY OF PHOENIX

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

### **5. MINIMUM QUALIFICATIONS**

A Bachelor of Arts degree in Early Childhood Development or a related specialty, along with knowledge and work experience in the Pre-K classroom.

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

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/2068>. Internet access is available at all public libraries. It is the Offeror’s responsibility to check the website throughout the entire solicitation period up to the City Council Award. Read the entire solicitation and verify that all required information has been submitted with your offer.



## SECTION I – INSTRUCTIONS

CITY OF PHOENIX

### 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 Inquiries.

### 8. INQUIRIES

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

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

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the Procurement Website.

### 9. ADDENDA

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

### 10. BUSINESS IN ARIZONA

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

### 11. LICENSES

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

### 12. CERTIFICATION

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



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

### 13. 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.

### 14. SUBMISSION OF OFFER

14.1. **All Offers must be typewritten.**

14.2. **Electronic offers must be in possession of the Human Services Department procurement mailbox on or prior to the exact time and date indicated in the Schedule of Events.** Late offers will not be considered. The prevailing clock will be the email arrival time.

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 prior to 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 subject line of your email 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-25-EDU-81





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- Classroom Observation Services Utilizing CLASS, TPOT and TPITOS
- April 11, 2025

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

### **16. OFFER RESULTS**

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

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

### **17. AWARD OF CONTRACT**

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

- Technical capability to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts and,
- Demonstrated the availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work



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in the Solicitation; and,

- No safety record violations, including complaints and investigations; and,
- No vendor history of complaints and termination for convenience or cause, litigation, or lawsuits.

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

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

### **18. SOLICITATION TRANSPARENCY POLICY**

- 18.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of the City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is canceled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 18.2.** As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation.
- 18.3.** Offerors may discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 18.4.** With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.



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

**18.6.** “To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected, and the solicitation is canceled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

### **19. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST**

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

### **20. PROTEST PROCESS**

**20.1.** 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.

**20.2.** 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.

**20.3.** 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.



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- 20.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City’s website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.
- 20.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
- 20.5.1.** Identification of the solicitation number;
  - 20.5.2.** The name, address, and telephone number of the protester;
  - 20.5.3.** A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - 20.5.4.** The form of relief requested; and
  - 20.5.5.** The signature of the protester or its authorized representative.
- 20.6.** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code (Phoenix City Code, Ch. 43), and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

## **21. 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



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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.

### **22. LATE OFFERS**

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

### **23. RIGHT TO DISQUALIFY**

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

### **24. CONTRACT AWARD**

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

### **25. DETERMINING RESPONSIVENESS AND RESPONSIBILITY**

**25.1.** 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.

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

**25.3.** 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



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understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

**25.4.** Responsibility: To obtain a true economy, the City must conduct solicitations to minimize the possibility of subsequent default by the contractor, 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.

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

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

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

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

### **27. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE**

**27.1.** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'shortlist' and provide any questions or requests for clarification to the Offeror in writing. 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.

**27.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation



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panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

- 27.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations, or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations, or understandings during these meetings. But the City, in its sole discretion, may reject any and all conditions, exceptions, reservations, and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations, or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 27.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before the Contract award.



**SECTION II  
DRAFT PROFESSIONAL SERVICES AGREEMENT**

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

**ORGANIZATION NAME  
FOR  
HEAD START BIRTH TO FIVE  
CLASSROOM OBSERVATION SERVICES  
UTILIZING  
CLASSROOM ASSESSMENT SCORING SYSTEM  
TEACHING PYRAMID OBSERVATION TOOL  
TEACHING PYRAMID INFANT-TODDLER OBSERVATION SCALE**

**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 July 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 “Consultant”).

**RECITALS**

1. The City Manager of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute contracts for classroom observation 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 Consultant 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 **June 18**, 2025.

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

**1. TERM OF AGREEMENT**

- 1.1. This Contract begins on July 1, 2025, for a five-year contract term ending on June 30, 2030, with no renewal 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 total amount to be remitted by the City to the Consultant for all Services satisfactorily performed under this Agreement will not exceed the prices outlined in **Exhibit B – Fee Schedule**, including reasonable and necessary travel expenses, if approved in advance by the City and included in **Exhibit B – Fee Schedule**. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel, or administrative support. Payments 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.

### 2.2. Invoicing

Consultant will submit monthly invoices on or before the 15<sup>th</sup> calendar day of the month following Services. Each invoice will be accompanied by itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided supporting the charges reflected in the monthly invoice. Upon finding an error and/or missing documentation, the City will return the invoice to the Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of the City to identify an error does not waive any of the City's rights.

2.3. Invoices should be submitted to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and copy Daniela Canisales, at [daniela.canisales@phoenix.gov](mailto:daniela.canisales@phoenix.gov).

2.4. The Consultant 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.

Travel Expenses: If applicable, travel must be approved in advance by the City and must be included in the Fee Schedule. The Consultant will be held to comply with **City of Phoenix Administrative Regulation 3.41—Business, Conference and Training Travel and Related Expenses, revised January 16, 2015, Exhibit F**, as may be amended, regarding the eligible and ineligible expenses for reimbursement and required documentation as available on the City’s website and incorporated herein as if attached.

**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.

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

Consultant will provide classroom observation services that will be in accordance with the Scope of Work as set forth in **Exhibit A – 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 Consultant will also specifically comply with the applicable **Special Terms and Conditions** that are set forth in **Exhibit E**. The Consultant will upload required reports using the ChildPlus Head Start Data Management System according to **Section 6, Documentation and Reporting Requirements** of the **Scope of Work**.

**4. INDEMNIFICATION AND INSURANCE REQUIREMENTS – SEE EXHIBIT X.**

**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.** Federal Terms and Conditions
- 5.2.2.** Special Terms and Conditions
- 5.2.3.** Standard Terms and Conditions
- 5.2.4.** Amendments
- 5.2.5.** Scope of Work
- 5.2.6.** Specifications
- 5.2.7.** Attachments

- 5.2.8. Exhibits
- 5.2.9. Instructions to Contractors
- 5.2.10. Other Documents Referenced or Included in the Solicitation

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

5.3.1. The parties agree that the Consultant 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 Consultant nor any of the Consultant'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 Consultant.

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 Consultant 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 Consultant 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 Consultant 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 Consultant has in place.

### **6.2. Discrimination Prohibited**

The Consultant 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 Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant 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 Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. The Consultant will direct any questions in regard to these requirements to the Equal Opportunity Dept. at (602) 262-6790.



**For a Consultant with 35 Employees or Fewer**

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

**For a Consultant with More than 35 Employees**

The Consultant, 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 Consultant will ensure that applicants are employed and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant further agrees that this clause will be incorporated in all 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. Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements, or subleases of this Contract entered into by the supplier/lessee. The Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public because of sexual orientation or gender identity, or expression and shall ensure that applicants are employed and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

#### **6.4. Documentation**

Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a non-discriminatory 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 Consultant who fails, or whose subconsultants fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Consultant agrees that:

- The Consultant and each subconsultant used warrant 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 Consultant or subconsultant employee(s) who work(s) on this Contract to ensure that the Consultant or subcontractor is complying with the warranty herein.

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

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

The City will have the right, but not the obligation, to inspect the facilities, vessels, or transportation containers, and disposal facilities provided by the Consultant or subconsultant. The City will also have the right to inspect operations conducted by the Consultant or subconsultant in the performance of this Contract. The City further reserves the right to make unannounced inspections of the Consultant's facilities (during normal business hours).

**9. COMPLIANCE WITH LAWS**

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

Because the Consultant will be acting as an independent contractor, the City assumes no responsibility for the Consultant'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 Consultant agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, the Consultant will continue to perform the obligations required of the Consultant during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

**12. FUND APPROPRIATION CONTINGENCY**

The Consultant 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 Consultant 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 Consultant. 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 unofficial information and in no way binding upon the City or the Consultant. 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 Consultant will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

### **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 6, Documentation and Reporting Requirements of the Scope of Work.**
- 15.5. Default**  
In case of default by the Consultant, 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 Consultant 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 Consultant 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 Consultant agrees to assign to the City all rights and interests the Consultant 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 Consultant 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 the Consultant to comply with any terms and condition of this Contract, including compliance with the Scope of Work, budget considerations, the 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 are endangered.

### **16.3. Notification to Subconsultant of Termination**

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

### **16.4. Termination by Consultant**

The Consultant may terminate this Contract, in whole or in part, upon 90 days prior written notice to the City specifying the effective date.

### **16.5. 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 Consultant.

### **16.6. 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 Consultant 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 Consultant will be at the City's sole risk for such use.

### **17.2. Temporary Suspension**

The City may, by written notice, direct the Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to the Consultant in performance and not due to fault or negligence of the Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by the Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after the Consultant 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 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 Consultant must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

## **22. PROFESSIONAL COMPETENCY**

### **22.1. Qualifications**

The Consultant 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 Consultant further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements and is equipped, organized, and financed to perform such Services.

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

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

## **23. SPECIFIC PERFORMANCE**

The Consultant agrees that in the event of a breach by the Consultant 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 Consultant 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 Consultant or its affiliates, employees, contractors, partners, or agents (collectively "Recipient"), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes but is not limited to user contents, electronic data, 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 Consultant agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems, whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, the Consultant will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages, or proceedings arising out of Consultant's breach of this Section (Confidentiality). The Consultant's obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the 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 Consultant 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 Consultant 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 Consultant 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 Consultant processes PII pursuant to the Contract, the Consultant 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 Consultant's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;

**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 Consultant shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At a minimum, the Consultant will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the

Common Vulnerability Scoring System (CVSS); however, the Consultant must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, the Consultant 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 Consultant shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by the Consultant;
- 25.1.4.** as applicable, implement and maintain appropriate policies and procedures to manage payment card Consultants with whom the Consultant shares sensitive financial information or cardholder data and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
- 25.1.5.** take reasonable steps to ensure the competence and reliability of the Consultant's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
- 25.1.6.** maintain written records of all information reasonably necessary to demonstrate the Consultant'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 Consultant or the Consultant's subconsultants 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 Consultant at no cost to the City in lieu of the audit inspection rights of this Section;

**25.2.** If the Consultant becomes aware of any actual or potential data breach (each an "Incident") arising from the Consultant's processing obligations pursuant to the Contract, the Consultant 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 Consultant's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
- 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 Consultant will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages, or proceedings arising out of the Consultant's breach of this Section (Data Protection). The Consultant's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the 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 Consultant under this Section shall survive the termination of this Contract.

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

- 26.1.** The Consultant 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 Consultant or its subconsultants 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 Consultant or its subconsultants will promptly inform the City, giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The

obligations of the Consultant and its subcontractors under this Section will survive the termination of this Contract.

- 26.2.** The Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

**27. SBE/DBE UTILIZATION**

The City extends to each individual, firm, vendor, supplier, contractor, and subconsultant 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 Consultant'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 Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Contract billings; the Consultant 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 Consultant:

Name of Owner/Director

Organization Address

City

Office: 602.252.4743

Mobile: 602.318.2219

Email:

If to City:

**Name of Education Specialist**

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  
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 Consultant 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 Consultant pending the resolution of the existing or anticipated litigation.

**30.2. Format and Quality**

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

**30.3. Document Review**

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

**30.4. Submittals**

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

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

The Consultant 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 Consultant without the prior written consent of the City.

**32. CONFLICTS OF INTEREST**

**32.1.** The Consultant acknowledges that, to the best of its knowledge, information, and belief that 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 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 Consultant 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 Consultant, or any agent or representative of the Consultant, 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 Consultant, terminate the right of the Consultant 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 Consultant as could be pursued in the event of default by the Consultant.

- 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 Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this 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 Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in their proposal. Within ten days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- 33.3.** In the event the Consultant objects to disclosure within the time specified, the Consultant 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 Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Contract.

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

- 34.1.** Consultant 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 the set-off of indebtedness to the City against demands on the City, and the Consultant 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 Consultant 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 Consultant (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then the Consultant 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 Consultant, 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 Consultant (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes, the Consultant must certify and agree that it and any contractors, subconsultants, 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 Consultant, 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, subconsultants, 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 Consultant 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 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 Consultant 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 Consultant 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 Consultant's obligation to ensure compliance by its subconsultants.

**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 Consultant who is conducting business in Arizona and the City of Phoenix. Any failure by the Consultant to collect applicable taxes from the City will not relieve the Consultant from its obligation to remit taxes. 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 Consultant will be liable to the City for that amount, and by contracting with the City, the Consultant agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

**41. TAX INDEMNIFICATION**

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

**42. TAX RESPONSIBILITY QUALIFICATION**

The Consultant 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 Consultant agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. The Consultant agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating the Consultant's qualifications for and compliance with a contract for the duration of the term of the Contract.

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

\_\_\_\_\_  
Micah R. Alexander  
Assistant Chief Counsel

ORGANIZATION NAME

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



## SECTION III SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

### 1. FUNDING

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

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

### 2. AVAILABILITY OF FUNDS

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

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

### 3. MANDATORY DISCLOSURES

The Consultant 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 Consultant 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).

### 4. 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 Consultant 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.

### 5. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Applicable to all Contracts over \$150,000. The Consultant shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the Department of Health



**SECTION III  
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**CITY OF PHOENIX**

and Human Services, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

**6. BYRD ANTI-LOBBYING**

In all contracts in excess of \$100,000, the Consultant hereby certifies, to the best of their knowledge and belief, that:

- 6.1.** No Federal appropriated funds have been paid or will be paid by or on behalf of the Consultant to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 6.2.** Each Consultant tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.
- 6.3.** 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 an employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Consultant shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

**7. PROCUREMENT OF RECOVERED MATERIALS**

Consultant must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



**SECTION III  
SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

**8. SEAT BELT USE**

Pursuant to EO 13043 (4/16/1997), increasing the Use of Seat Belts in the United States, Consultants 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.

**9. FEDERAL IMMIGRATION AND NATIONALITY ACT**

Consultant 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. Consultant 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 Consultant 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 Consultant. Consultant shall bear all costs necessary to verify compliance.

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

- a) For subcontracts under this Contract, the Consultant must take all necessary affirmative steps to ensure 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



### SECTION III SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

6. Consultant, if subcontracts are to be let, must take the affirmative steps listed in paragraphs b(1) through (5) of this section.

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

**11.1.** In accordance with 41 U.S.C. 4712, Consultant 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, 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.

**11.2.** 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; or
- A management official or other employee of the City, Consultant, or subconsultant who has the responsibility to investigate, discover, or address misconduct.

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

#### **12. CRIMES AGAINST CHILDREN**

Consultant 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.

#### **13. 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”





**SECTION III  
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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.

**14. DAVIS-BACON ACT**

For all construction contracts in excess of \$2,000, the Consultant must comply 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, the Consultant must 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, Consultants must pay wages not less than once a week. The Consultant must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a subcontract must be conditioned upon the acceptance of the wage determination. Consultant must report all suspected or reported violations to the Federal awarding agency.

**15. ANTI-KICKBACK ACT**

Consultant must comply 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 Consultant 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. Consultant must report all suspected or reported violations to the City and the federal awarding agency.

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

All contracts awarded by the Consultant 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 Consultant 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.



**SECTION III  
SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

**17. HEAD START ADMINISTRATIVE REQUIREMENTS**

Consultant acknowledges the funding provided under this Contract comes from the City of Phoenix’s Head Start Grant from the federal Department of Health and Human Services (HHS) and therefore Consultant’s performance of this agreement is subject to applicable federal law and HHS regulation. Consultant will comply with the requirements of 45 CFR parts 75, 1301-1305, as applicable, and all other applicable HHS rules, regulations, guidance, and directives.

**18. BACKGROUND SCREENING**

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

**18.1. Background Screening Risk Level:**

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

**18.2. Terms of This Section Applicable to all Contracts and Subcontracts:**

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

**18.3. 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, Consultant 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 Consultant. 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 Consultant from any liabilities that may arise out of the Consultant’s services under this Contract or Consultant’s failure to comply with this section. Therefore, Consultant 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 Agreement.



**SECTION III  
SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

**18.4. Continuing Duty; Audit:**

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

**19. BACKGROUND SCREENING MAXIMUM RISK**

**19.1. Determined Risk Level:**

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

**19.2. Maximum Risk Level:**

A maximum risk background screening will be performed every 5 years when the Contract Worker's work assignment will:

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

**19.3. 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 Contract 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.



**SECTION III  
SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

**19.4. Consultant Certification; City Approval of Maximum Risk Background Screening:**

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

- a. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- b. submitting pass/fail results to the City for approval; and,
- c. reviewing the results of the background check every three to five years, dependent on scope; and,
- d. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- e. Submitting the list of qualified Contract Workers to the Human Services Department; and,
- f. If, upon review of the background information, the City will advise the Consultant if it believes a Contract Worker should be disqualified. The Consultant will evaluate the Contract Worker and if the Consultant believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Consultant will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- g. For sole proprietors, the Consultant 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 Contract apply.
- h. By executing this Contract, Consultant certifies and warrants that Consultant 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.
- i. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.



**SECTION III  
SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

- j. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Consultant, or any contracted agency that assists with review, after the City's completed review.
- k. By executing this Contract, Consultant further certifies and warrants that Consultant has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- l. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Consultant has received the City's written acceptance of 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 Consultant for performing work under this Contract. A Contract Worker rejected for work at a maximum risk level under this Contract will not be proposed to perform work under other city contracts or engagements without the City's prior written approval.



**1. INDEMNIFICATION**

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

**2. CONSULTANT’S INSURANCE**

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

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



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX**

**2.1. SCOPE AND LIMITS OF INSURANCE**

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

**2.1.1. Commercial General Liability – Occurrence Form**

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

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage, and personal and advertising injury with respect to premises, ongoing operations, products, and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Consultant related to this Contract.
- No endorsement or modification shall limit the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.

**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 Consultant is exempt under A.R.S. §23-902(E) and when such a Consultant executes the appropriate sole proprietor waiver form.



## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

### 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.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous Coverage will be maintained, or an extended reporting period will be exercised for 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 Consultant must provide to the City, within 5 business days of receipt, notice 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 the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

### 2.4. VERIFICATION OF COVERAGE

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to 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 the Contract.





## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

All certificates required by this Contract must be sent directly to [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov). The City project description, **Classroom Observation 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. SUBCONSULTANTS

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

### 2.6. APPROVAL

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

### 2.7. CERTIFICATE HOLDER

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



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

### A. INTRODUCTION

The City of Phoenix (City) is seeking highly qualified consultants to conduct classroom observations and coaches to support instructional staff based on CLASS, TPOT, and TPITOS scores. The City is utilizing the following tools:

- Classroom Assessment Scoring System (CLASS) Pre-K – 3<sup>rd</sup> Grade 2<sup>nd</sup> Edition.
- Classroom Assessment Scoring System (CLASS) Infant and Toddler
- Teaching Pyramid Observation Tool (TPOT)
- Teaching Pyramid Infant-Toddler Observation Scale (TPITOS).

### B. BACKGROUND

The Head Start Birth to Five Program (Birth to Five Program) is a federal program administered by the Department of Health and Human Services through the Administration for Children and Families. It is a comprehensive program for income-eligible children from birth to age five and their families who live within the City of Phoenix service area. The primary objective of Head Start is to promote school readiness by fostering their cognitive, social, and emotional development. Currently, the program serves 2,209 children, with 2,145 participating in a center-based educational setting.

The Improving Head Start for School Readiness Act of 2007 mandates that the Office of Head Start uses a valid and reliable research-based tool to assess classroom quality. This assessment includes evaluating various aspects of teacher-child interactions linked to positive child development and future academic success as part of monitoring reviews. To meet this requirement, the Office of Head Start selected the Classroom Assessment Scoring System (CLASS). The CLASS is an observational tool designed to assess program quality by focusing on the interactions between teachers and students. It evaluates the quality of emotional support, classroom organization, and instructional support provided by teachers, all of which are crucial for promoting positive child outcomes and future achievements for children from birth to five years old.

The City has implemented the Pyramid Model framework, which consists of evidence-based practices designed to support young children's healthy social and emotional development. This approach involves using a valid and reliable research-based assessment to evaluate various aspects of teacher-child interactions that promote children's social, emotional, and behavioral outcomes from birth to five years old.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

### C. CONSULTANT RESPONSIBILITIES

The CONSULTANT shall provide the following:

#### 1. CLASS

Provide highly qualified and reliable assessors to conduct CLASS observations for Early Head Start infants and toddlers and Head Start preschool classrooms in 145 classrooms. The assessor must adhere to established procedures and protocols. They should have expertise in early childhood education, be currently reliable in using the CLASS tool and possess experience in conducting CLASS assessments.

#### 2. TPOT/TPITOS

Provide highly qualified and reliable assessors to conduct TPOT/TPITOS observations and follow-up coaching in thirty (30) classrooms, following established procedures and protocols. The classrooms will be a mixture of Early Head Start and Head Start. Assessors should have expertise in early childhood education, be reliable in using the TPOT/TPITOS tools, and possess experience conducting TPOT/TPITOS assessments. Up to 40 observations per year may be performed.

- a. Each active assessor must provide proof of continuous reliability certification in CLASS and/or TPOT/TPITOS.
- b. Pre- and post-observations must be conducted within the following timelines.

#### 3. OBSERVATION AND FEEDBACK SCHEDULE

##### CLASS

- **FIRST** observation and feedback: September - December
- **SECOND** observation and feedback: February - April

##### TPOT/TPITOS

- **FIRST** observation and feedback: September - November
- **SECOND** observation and feedback: February - March
- Pre-assessments must be completed annually by November 15, while post-assessments are due by March 1.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

### 4. SCHEDULING OBSERVATIONS

- a. Assessors will schedule observations directly with the Early Childhood Education Service Provider (ECESP) Directors.
- b. The City will provide contact information for each ECESP.
- c. The assessor will keep written documentation of communication with the ECESP Directors and provide the City with an observation schedule for each ECESP.

#### 4.1. CLASS

Head Start Preschool observations will be scheduled with the Head Start Education Specialist during a mutually agreed-upon time period and will be unannounced to the instructional staff. Observation schedules will be provided to the ECESP Directors.

Early Head Start observations will be scheduled with the ECESP Director during a mutually agreed-upon time period. They will be communicated with the instructional staff in the contract's first year. Beginning in the second year of the contract, Early Head Start observations will be scheduled with the Early Head Start Education Specialist during a mutually agreed-upon time period and will be unannounced to the instructional staff.

The observation schedules will be provided to the City's Early Head Start Education Specialist.

#### 4.2. TPOT/TPITOS

Head Start and Early Head Start observations will be scheduled with the ECESP Director during an agreed-upon time period and will be unannounced to the instructional staff. Observation schedules will be provided to the City's Behavior Support Supervisor.

### 5. FEEDBACK

- a. Feedback for all TPOT/TPITOS observations will be communicated in person, whenever possible, on the same day or within three days of the observation.
- b. Feedback for Early Head Start and Head Start will be communicated in person, whenever possible, within 10 days of the observation and an invite will be extended to the assigned grantee coach to attend.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

### 6. DOCUMENTATION AND REPORTING REQUIREMENTS

- a. Assessors will write observations in a summary format agreed upon by the City.
- b. Classroom-level reports will include specific details regarding the observations, highlighting areas of strength and identifying needs.
- c. A cumulative report for each ECESP and the City must include the total number of observations conducted and the percentage of observations that fall into the various rating categories for each tool. For example, if an ABC School had 10 observations, the report might indicate that 4 observations (40%) were within the highest rating range, 4 observations (40%) were in the medium rating range, and 2 observations (20%) fell in the lowest rating range.
- d. All reports must be uploaded into the City's ChildPlus Head Start Data Management system within ten (10) business days.

### 7. ACTION PLANS

Assessors will assist teaching staff in developing action plans based on areas of need discussed in the observation feedback. The City will provide a template.

### 8. MEETINGS

Maintain a regular meeting schedule with the City to discuss and resolve any unanticipated complications and barriers that may arise during implementation.

### 9. BACKGROUND SCREENING

Obtain fingerprint/background checks on all assessors providing services in accordance with the terms and conditions herein.

### 10. ADDITIONAL SCREENINGS

Obtain a TB screening on all assessors prior to providing services.

### 11. TRAINING

Participate in a Standards of Conduct training course (three hours) led by staff from the Head Start Birth to Five Program and sign an agreement to comply with the established standards.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

### 12. METHOD OF INVOICING

- a. Invoices must be submitted by the 15th of the month following the provision of services. For instance, if services were provided in August, the invoice should be submitted by September 15.
- b. Each invoice will include supporting documentation and will be submitted free of mathematical errors. All necessary documentation supporting the charges listed in the invoice will be provided. If any errors or missing documentation are found, the City will return the invoice to the Consultant. The Consultant will then promptly resubmit the corrected invoice to the City. Each revised invoice must indicate the date it is submitted to the City.
- c. Payment requests must be accompanied by documentation detailing the dates and hours worked, the rate charged, and a comprehensive description of the services performed. The City's failure to identify an error does not waive any of its rights.
- d. Invoices should be sent by email to [invoices@phoenix.gov](mailto:invoices@phoenix.gov), with a copy to Daniela Canisales at [daniela.canisales@phoenix.gov](mailto:daniela.canisales@phoenix.gov). The City should pay the Consultant within 45 days of receiving the invoice.

### 13. CONSULTANT ADMINISTRATIVE REQUIREMENTS

The CONSULTANT shall provide the following:

- a. Submit an accurate monthly invoice no later than the 15<sup>th</sup> day of the following month.
- b. With each monthly invoice, the Consultant shall submit an electronic status report to include:
  - A report of activities (observations and feedback sessions) completed during the prior month.
  - A list of activities in progress or scheduled during the prior month with a description of the task(s), the results and progress noted for each task, and the amount to be paid per the task.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

### 14. CITY OF PHOENIX RESPONSIBILITIES

The CITY shall provide the following:

- a. Assign a point of contact for Early Head Start and Head Start CLASS, TPOT, and TIPOTS. The point of contact will assist with tasks and activities associated with the Scope of Work requirements. They will have the authority to approve and authorize all work under the contract.
- b. Serve as a liaison between the Consultant and ECESP.
- c. Assist the Consultant by providing information pertinent to the project.
- d. Approve protocols and procedural changes or additions to the program or services.
- e. Monitor and analyze the effectiveness of the services.
- f. Meet with the Consultant staff regularly to discuss progress and issues.



## SECTION VI SUBMITTAL REQUIREMENTS

CITY OF PHOENIX

### COPIES

- 1.1. Please submit one (1) original of the Submittal Section (Tabs 1-3) and all other required documentation via email. **Offers not submitted as instructed will be deemed non-responsive.**
- 1.2. **Please submit only those documents outlined in the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City's best interest to release offer(s).
- 1.3. **Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email.** Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit and your email cannot be sent.

### 2. HOW TO SUBMIT ELECTRONICALLY

- Step 1:** Put together your offer documents in PDF format. Submit each tabbed section in PDF file(s) as outlined in Section 3 below.
- Step 2:** Enter [hsdprocurement@phoenix.gov](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.

### 3. OFFER SUBMITTAL FORMAT

The written Offer should be:

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





**SECTION VI  
SUBMITTAL REQUIREMENTS**

**CITY OF PHOENIX**

**Tab 1 Cover Letter**

**Tab 2 Response to Evaluation Criteria**

**Tab 3 Other Required Submittals (Attachments A-G and UEI and ACC Entity ID)**

**Tab 4 Signed Addenda, if applicable**

**4. CONTENT OF OFFER**

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

**Tab 1 – Cover Letter**

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

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

**Tab 2 – Response to Evaluation Criteria**

Provide a narrative response to each question that illustrates your understanding of the Scope of Work requirements. Describe your organization’s experience, qualifications, and approach to delivering the services outlined in this solicitation. **Ensure that your responses are tailored specifically to this solicitation and that your responses are clear and comprehensive.**

**A. Method of Approach and System for Implementing CLASS Observations (400 maximum points)**

In this section, please provide a written narrative that outlines your approach and implementation strategy to meet the requirements outlined in the Scope of Work. Your narrative should demonstrate your ability to address the following topics:

1. **Methodology**: Describe the methodology you will use to implement and complete the CLASS, TPOT, and TPITOS observations and feedback sessions.
2. **Tracking Inter-Rater Reliability**: Explain how you will monitor the assessors' inter-rater reliability requirements and their progress over time.
3. **Quality Assurance Process**: Detail the quality assurance processes you will utilize to support the validity of the observations conducted.



## SECTION VI SUBMITTAL REQUIREMENTS

CITY OF PHOENIX

4. Data System and Reporting: Provide a thorough description of your data management system, including the reports generated at the classroom level, educational service provider level, and grantee level. Include examples of each report, as well as samples of the scoring forms used for recording classroom observations and any action planning forms.

### **B. Experience and Expertise of Key Personnel (300 maximum points)**

Please explain your organization's qualifications and experience in this section, including:

1. Summarize your organization's experience and the expertise of your staff in using the CLASS, TPOT, and TPITOS assessment tools to conduct classroom observations across various programs and agencies. Additionally, include information about the training and certifications that assessors have received in relation to the CLASS, TPOT, and TPITOS assessments.
2. Experience analyzing inter-rater reliability among assessors on the CLASS TPOT and TPITOS assessments.
3. Submit a current resume for each assessor delivering services.
4. Submit certifications for assessors in either CLASS, TPOT, or TIPOTS.
5. Submit a list of three references (Attachment E) that are verifiable and related to the proposed service. Include organization name, contact name, address, phone number, fax number, email, and dates of performance. **City employees should not be named as references.**

### **C. Fee Schedule (300 maximum points)**

In this section, submit the unit price inclusive for the following:

1. Cost per observation
2. Generation of summary report.
3. Cost per feedback session.
4. Generation of action plan

The cost should be fixed for the first 2 years and projected for years 3-5.



**SECTION VI  
SUBMITTAL REQUIREMENTS**

**CITY OF PHOENIX**

**Tab 3 – Other Required Submittals**

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

Attachment A – Offer Form

Attachment B – Cost and Payment Terms and Options

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

Attachment D – Solicitation Conflict and Transparency Disclosure Form

Attachment E – References

Attachment F – Confidential Information

Attachment G – Assurances

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

Provide your Arizona Corporation Commission Entity ID:

**Tab 4 – Signed Addenda**

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