



**CITY OF PHOENIX  
HUMAN SERVICES DEPARTMENT, EDUCATION DIVISION**

**HEAD START BIRTH TO FIVE PROGRAMS  
HEARING SCREENING ASSESSMENT TRAINING**

**REQUEST FOR QUOTATION  
RFQ-19-EDU-30**

**PROCUREMENT OFFICER**

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Are you SBE/DBE certified? For more information, go to:  
<http://insidephx/depts/eod/certification>



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**SECTION I – INSTRUCTIONS**

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**SECTION I – INSTRUCTIONS**

**1. STATEMENT OF WORK:**

- 1.1. The City of Phoenix invites Quotes for hearing screening assessment training services for a three-year period commencing on or about 11/1/2019, in accordance with the specifications and provisions contained in this Contract.
- 1.2. Notwithstanding the foregoing, this Contract will terminate upon the earliest occurrence of any of the following:
  - reaching the end of the term and any extensions exercised as set forth above; or
  - payment of the maximum compensation under this Contract; or
  - termination pursuant to the provisions of this Contract.

**2. SCHEDULE OF EVENTS:**

ACTIVITY (All times are local Phoenix time)	DATE
Written Inquiries Due Date	8/16/2019 at 3:00 P.M. - AZ Local Time
Answer Posting Deadline	8/20/2019
Offer Due Date	8/27/2019 at 3:00 P.M. – AZ Local Time
Offer Submittal Location	200 W. Washington Street, 18 <sup>th</sup> Floor Phoenix, AZ 85003-1611

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

**3. PREPARATION OF QUOTE:**

- 3.1. All forms provided in Section VI – Submittals must be completed and submitted with the Quote.
- 3.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Quote must be initialed in original ink by the authorized person signing the Quote. No Quote will be altered, amended or withdrawn after the specified Quote due date and time. The City is not responsible for Vendors errors or omissions.



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- 3.3.** All time periods stated as a number of days will be calendar days.
- 3.4.** It is the responsibility of all Vendors to examine the entire document and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a Quote. Negligence in preparing a Quote confers no right of withdrawal after due date and time. Vendors are strongly encouraged to:
- 3.4.1.** Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - 3.4.2.** Study and carefully correlate Vendors knowledge and observations with the Contract and other related data.
  - 3.4.3.** Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in or between the Contract and other related documents.
  - 3.4.4.** Vendors are reminded that the specifications stated in the Contract are the minimum level required and that Quotes submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this Contract. Quotes with less than any minimum specifications or criteria specified are not responsive and should not be submitted.
  - 3.4.5.** Quote responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products quoted. Quotes submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products
  - 3.4.6.** Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

#### **4. SUBMISSION OF QUOTE:**

Quotes must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late Quotes will not be considered. The prevailing clock will be the City Department's clock. Quotes must be submitted in a



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sealed envelope and the following information should be noted on the outside of the envelope:

- Offeror's Name
- Offeror's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Quote Opening Date

All quotes must be completed in ink or typewritten. Include the number of copies that are required as indicated in Section VI – Submittals.

### 5. EXCEPTIONS:

Vendor must not take any exceptions to any terms, conditions or material requirements of this Contract. Quotes submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Vendors must conform to all of the requirements specified in the Contract. The City encourages Vendors to send inquiries to the procurement officer rather than including exceptions in their Quote.

### 6. INQUIRIES:

All questions that arise relating to this Contract should be directed via email to the Procurement Officer.

No informal contact initiated by Vendors on the proposed service will be allowed with members of City's staff from date of distribution of this Contract until after the closing date and time for the submission of Quotes. All questions concerning, or issues related to this Contract must be presented **in writing**.

### 7. BUSINESS IN ARIZONA:

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

### 8. LICENSES:

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

### 9. CERTIFICATION:

By signature in the Offer Form and Acceptance page, Vendor certifies:

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



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- The Vendor must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Vendor 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 Quote.

### 10. PRE-AWARD QUALIFICATIONS:

- 10.1. Upon notification of an award, the Vendor will have 10 calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Section 4 – Insurance and Indemnification this Contract. Insurance requirements are non-negotiable.

### 11. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the lowest quote, and vendor(s) who have demonstrated the ability to perform the required service in an acceptable manner.

Factors that may be considered by the City include:

- 11.1. Technical capability of the Vendor to accomplish the scope of work required in the Contract. This includes performance history on past and current government or industrial contracts; and,
- 11.2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Contract; and,
- 11.3. Safety record; and,
- 11.4. Vendor history of performance and termination for convenience or cause.

Notwithstanding any other provision of this Contract, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all quotes or portions thereof.

A response to a request for a quote is a Quote to contract with the City based upon the terms, conditions, and specifications contained in the City's Contract. Quotes do not become contracts until they are executed by the Deputy Finance Director or Department Director. All of the terms, conditions and specifications of the procurement contract are contained in the Contract, and in any addendum or amendment.



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### **12. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:**

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

### **13. SOLICITATION TRANSPARENCY POLICY:**

- 13.1.** Commencing on the date and time a solicitation is published, potential or actual Bidders' or Respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all Bids or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 13.2.** As long as the solicitation is not discussed, Bidders' may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Bidders' may not discuss the solicitation with any City employees or evaluation panel members.
- 13.3.** Bidders' may discuss their Bids 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.
- 13.4.** With respect to the selection of the successful Bidders', the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Bidders'.
- 13.5.** This policy is intended to create a level playing field for all Bidders', assure that contracts are awarded in public, and protect the integrity of the



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selection process. **BIDDERS' THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Bidders' may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

- 13.6.** "To discuss" means any contact by the Bidders', regardless of whether the City responds to the contact. Bidders' that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all Bids or responses are rejected, and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.





## SECTION II - STANDARD TERMS AND CONDITIONS

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### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

<b>Shall, Will, Must:</b>	Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
<b>Should:</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
<b>May:</b>	Indicates something that is not mandatory but permissible.

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

"A.R.S."	Arizona Revised Statute
"Buyer" or "Procurement Officer"	City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
"City"	The City of Phoenix
"Contractor"	The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Contract" or "Agreement"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"Days"	Means calendar days unless otherwise specified.
"Deputy Finance" "Director"	The contracting authority for the City of Phoenix, AZ. Authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Employer"	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more



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

“Offer”

Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as Offer, proposal, quotation or tender.

“Offeror”

Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.

“Solicitation”

Means an Invitation for Offer (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed Offers, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.

“Suppliers”

Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller”

A seller of goods or services.

### 2. CONTRACT INTERPRETATION:

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

**2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

**2.2.1.** Special terms and conditions

**2.2.2.** Standard terms and conditions

**2.2.3.** Amendments



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- 2.2.4. Statement or scope of work
  - 2.2.5. Specifications
  - 2.2.6. Attachments
  - 2.2.7. Exhibits
  - 2.2.8. Instructions to Contractors
  - 2.2.9. Other documents referenced or included in the Invitation for Offer
- 2.3. **ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the Contract. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the Contract are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the City harmless with respect thereto.
- 2.4. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 2.5. **NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. **PAROL EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this Contract. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract even though the



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accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

### 3. CONTRACT ADMINISTRATION AND OPERATION:

**3.1. RECORDS:** All books, accounts, reports, files and other records relating to the Contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the Contract. Such records will be produced at a City of Phoenix office as designated by the City.

### 3.2. CONFIDENTIALITY AND DATA SECURITY:

**3.2.1.** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor or its subcontractors in connection with this Contract is confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor and its subcontractors will not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager, or his/her designee. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times, in accordance with federal, state and local law and, if applicable, in compliance with Payment Card Industry Data Security Standards, to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

**3.2.2.** When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

**3.2.3.** In the event that data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor will notify the Department's Deputy Chief Information Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

**3.2.4.** Contractor agrees that the requirements of this section will be incorporated into all subcontractor agreements entered into by the



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

**3.2.5.** The obligations of Contractor under this section will survive the termination of this Contract

**3.3. DISCRIMINATION PROHIBITED:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended.

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

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

**For a Contractor with 35 employees or fewer:** Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Contractor will ensure that applicants are employed, and employees



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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. Contractor further agrees that this clause will be incorporated in all subcontracts related to this Contract that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this Contract entered into by supplier/lessee.

**For a Contractor with more than 35 employees:** Contractor in performing under this Contract shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Contract entered into by supplier/lessee. Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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



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- 3.4.4 Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- 3.5. LEGAL WORKER REQUIREMENTS:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a Contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
- 3.5.1.** Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- 3.5.2.** A breach of a warranty under paragraph 1 will be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
- 3.5.3.** The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- 3.6. LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 3.7. ADVERTISING:** Contractor will not advertise or publish news releases concerning this Contract without the prior written consent of the Deputy Finance Director, and the City will not unreasonably withhold permission.
- 3.8. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and will not be used or released by the Contractor or any other person except with prior written permission by the City.
- 3.9. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether



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or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

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

**3.9.2.** A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

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

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

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

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

**3.12. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, Contractor will continue to





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perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

**3.13. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

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

### 4. COSTS AND PAYMENTS:

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

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

**4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

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

**4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.



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- 4.6. FUND APPROPRIATION CONTINGENCY:** Contractor 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. Contractor 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.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any Contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price Contractor charges other buyers for similar quantities under similar conditions. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. Contractor will promptly notify the City of such price reductions.
- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

### 5. CONTRACT CHANGES:

- 5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the Contract, will affect or modify any of the terms or obligations contained or to be contained in the Contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or Contractor. All Contracts shall be in writing and contract changes shall be by written amendment signed by both parties.
- 5.2. ASSIGNMENT - DELEGATION:** No right or interest in this Contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.



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**5.3. NON-EXCLUSIVE CONTRACT:** Any Contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

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

### 6. RISK OF LOSS AND LIABILITY:

**6.1. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

**6.2. ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to Contractor. If so returned, all costs are the responsibility of Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

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

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this



## SECTION II - STANDARD TERMS AND CONDITIONS

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provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

**6.4. LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

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

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

**6.6. DAMAGE TO CITY PROPERTY:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.

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

## 7. CITY'S CONTRACTUAL RIGHTS:

**7.1.** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event



## SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the Contract is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a total breach of the Contract as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Offer and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the Contract without liability or in its discretion to deduct from the Contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- 7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this Contract belongs to the City and must be delivered to the City at City's request upon



## SECTION II - STANDARD TERMS AND CONDITIONS

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termination of this Contract. Contractor agrees that all materials prepared under this Contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interests Contractor may have in the materials it prepares under this contract, including any right to derivative use of the material.

### 8. CONTRACT TERMINATION:

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

### 8.2. CONDITIONS AND CAUSES FOR TERMINATION:

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

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

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;



## SECTION II - STANDARD TERMS AND CONDITIONS

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- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

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

### **9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:**

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure by Contractor to collect applicable taxes from the City shall not relieve Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your bid. You may also find information at [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#). Once your bid is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in a bid price.

### **10. TAX INDEMNIFICATION:**

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, 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.



**SECTION II - STANDARD TERMS AND CONDITIONS**

**CITY OF PHOENIX**

**11. TAX RESPONSIBILITY QUALIFICATION:**

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





## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

### 1. COST AND PAYMENTS:

**1.1. AVAILABILITY OF FUNDS:** Funding may not be available for performance under this Contract beyond the current fiscal year of the City. No legal liability on the part of the City for any payment may arise under this Contract beyond the current fiscal year. The City may reduce payments or terminate this Contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City shall have the sole and unfettered discretion in determining the availability of funds.

**1.2. ALLOWABLE COSTS:** Contractor shall comply with the following Cost Principles, as applicable, to determine allowable incurred costs for the purpose of reimbursing costs under the terms and conditions of this Contract. Contractor certifies that funds received under this Contract will be expended to achieve the purposes of this Contract and to meet costs defined as allowable by the federal funding agency or the following federal guidelines:

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

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

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



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

### 2. METHOD OF INVOICING:

Invoice shall include, but not be limited to:

- Contract Number
- Invoice Number
- Description of Work Performed
- Prices shall be submitted on a per unit basis by line item, when applicable
- Payment terms.

### 3. METHOD OF PAYMENT:

Contractor will be paid on a monthly basis in arrears. Invoices must contain the Contract number or Offer number under which the purchase was awarded. Contractor to submit monthly invoice to: [daniela.canisales@phoenix.gov](mailto:daniela.canisales@phoenix.gov)

### 4. AWARD QUALIFICATION:

The Contractor hereby agrees that any of its employees who may be assigned to the City sites satisfy obligations under this Contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this Contract and shall perform no work at other City of Phoenix facilities. In the event that other services, in addition to or separate from the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, Contractor may be requested to perform the additional or special service.

### 5. CONTRACT WORKER BACKGROUND SCREENING:

#### 5.1.1. Contractor and Subcontractor Workers Background Screening:

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Contract will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare.

5.1.1.1. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

5.2. **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 Contractor to incur additional contract costs to obtain background screens or badges. The current risk level and background screening required is **STANDARD RISK LEVEL**.



## SECTION III – SPECIAL TERMS AND CONDITIONS

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**5.3. Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:

- 5.3.1. require a badge or key for access to City facilities; or
- 5.3.2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- 5.3.3. allow unescorted access to City facilities during normal and non-business hours.

**5.4. Requirements:** The background screening for this standard 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.

**5.5. Maximum Risk Level:** A maximum risk background screening will be required if the scope includes:

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

**5.6. Contractor Certification; City Approval of Background Screening:**

5.6.1. Unless otherwise provided for in the Scope, Contractor will be responsible for:

- 5.6.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- 5.6.1.2. for reviewing the results of the background check every five years; and,



## SECTION III – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX

**5.6.1.3.** to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

**5.6.1.4.** Submitting the list of qualified Contract Workers to the contracting department; and,

**5.6.2.** For sole proprietors, Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Contract apply.

**5.6.3.** By executing this Contract, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this Contract, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

**5.7. Terms of This Section Applicable to all of Contractor's Contracts and Subcontracts:** Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Contract.

**5.8. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to 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, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Contract. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Contract or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Contract.

**5.9. Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Contract. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.



**SECTION III – SPECIAL TERMS AND CONDITIONS**

**CITY OF PHOENIX**

**6. SUSPENSION OR DEBARMENT:**

The Contractor agrees to abide by Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant Responsibilities), published as Part VII of the May 26, 1988, Federal Register (pages 19159-19211). The City may, by giving written notice to Contractor, immediately terminate this Contract if the City determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.



## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

### 1. **INDEMNIFICATION CLAUSE:**

Contractor (“Indemnitor”) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

### 2. **INSURANCE REQUIREMENTS:**

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

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect Contractor from liabilities that might arise out of the performance of the work under this Contract by Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

**2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor 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 minimum liability requirements provided that the coverage is written on a “following form” basis.

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

Policy must include bodily injury, property damage and broad form contractual liability coverage.



**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX**

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

- The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

**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 contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

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

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor 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 discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**3. ADDITIONAL INSURANCE REQUIREMENTS:**

The policies must include, or be endorsed to include, the following provisions:

- 3.1.** On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by Contractor even if those limits of liability are in excess of those required by this Contract.



## SECTION IV – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

3.2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

### 4. **NOTICE OF CANCELLATION:**

For each insurance policy required by the insurance provisions of this Contract, Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to the **Human Services Department, Management Services Division, 200 W. Washington St. 18<sup>th</sup> Floor, Phoenix, AZ 85003-1611**, or [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov).

### 5. **ACCEPTABILITY OF INSURERS:**

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

### 6. **VERIFICATION OF COVERAGE:**

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

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

All certificates required by this Contract must be sent directly to [hsdprocurement@phoenix.gov](mailto:hsdprocurement@phoenix.gov). The City contract number and contract description must be noted on the certificate of insurance. The City reserves the right to require complete, certified 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.**

### 7. **SUBCONTRACTORS:**

Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.





**SECTION IV – INSURANCE AND INDEMNIFICATION**

**CITY OF PHOENIX**

**8. APPROVAL:**

Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment but may be made by administrative action.



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

### 1. PURPOSE

The City of Phoenix Human Services Department, Education Division (City) provides free comprehensive early childhood development and family support services to eligible low-income families with children ages birth to five and at-risk pregnant women through the Head Start Birth to Five Program (Program). The Head Start and Early Head Start Program Performance Standard, 1302.42(c)(2), requires every child in the Program to have an evidence-based hearing screening within forty-five (45) days of the child's entry into the Program. To meet the Performance Standard requirements, it is necessary to use otoacoustic emissions (OAE) or pure tone audiometry hearing screening machines to perform this service. The City is seeking a highly qualified individual or organization to provide hearing screening assessment training services to the City's Early Head Start and Head Start staff who perform hearing screenings for children enrolled in the Program.

### 2. BACKGROUND

The City operates the Head Start preschool program for children 3-5 years, the Early Head Start – Home-Based program for pregnant moms and families with children 0-3 years, and the Early Head Start Childcare Partnership Program, a center-based model with licensed childcare partners serving children 0-3 years. In addition to the educational and developmental services, other supportive services provided are health, mental health, nutrition, and case management. City staff conduct OAE or pure tone audiometry hearing screening for children who have not received an evidence-based screening with their medical provider or when caseworkers are unable to obtain evidence-based screening results from children's medical providers. The City anticipates approximately thirty to forty (30-40) City employees per year will need either an initial OAE or pure tone audiometry hearing screening training or, a renewal OAE or pure tone audiometry hearing screening training.

### 3. TRAINER QUALIFICATIONS

A licensed audiologist may perform hearing screening training or an individual who meets the hearing screener qualifications as stated below in Section 4 – Training Curriculum and has performed at least fifty (50) hearing screenings within twenty-four (24) months before teaching a hearing screener course.

### 4. TRAINING CURRICULUM

The hearing screening training course shall include the following:

- 4.1. Ninety (90) minutes of classroom instruction in "Introduction to Hearing" covering:
  - a. Development of speech and language,
  - b. Anatomy and physiology of the ear,
  - c. Signs and prevention of hearing loss in children, and
  - d. A.R.S. Title 36, Chapter 7.2 and 9 A.A.C. 13, Article 1;
  
- 4.2. One Hundred-Twenty (120) minutes of classroom instruction in "Hearing Screening" covering:



## SECTION V – SCOPE OF WORK

CITY OF PHOENIX

- a. Auditory development,
  - b. Early identification of hearing loss,
  - c. Principles of hearing screening,
  - d. Selection of hearing screening methods, and
  - e. Components of setting up a hearing screening program;
- 4.3. Seventy-Five (75) minutes of classroom instruction in “Referral and Reporting” covering:
- a. Results of a hearing screening,
  - b. Responses to a hearing screening outcome,
  - c. Procedures for recording and tracking,
  - d. Communication with parents,
  - e. Role of community resources, and
  - f. Reporting hearing screening results;
- 4.4. Sixty (60) minutes of classroom instruction in “Otoacoustic Emissions Hearing Screening” covering:
- a. What otoacoustic emissions identify and measure,
  - b. Using otoacoustic emissions equipment,
  - c. Performing an otoacoustic emissions hearing screening, and
  - d. Identifying children who need referral and evaluation;
- 4.5. One Hundred-Twenty (120) minutes of classroom instruction in “Pure Tone Hearing Screening” covering:
- a. Selecting and setting up a hearing screening site,
  - b. Performing a pure tone hearing screening, and
  - c. Identifying children who need referral and evaluation;
- 4.6. Sixty (60) minutes of classroom instruction in “Tympanometry Hearing Screening” covering:
- a. The anatomy and functions of the middle ear,
  - b. What tympanometry measures and identifies,
  - c. Using a tympanometer,
  - d. Performing a tympanometry hearing screening, and
  - e. Identifying children who need referral and evaluation.

### **5. CONTRACTOR’S REQUIREMENTS – INITIAL HEARING SCREENING TRAINING**

The Contractor shall:

- 5.1. Provide initial hearing screening training to include the courses outlined in Section 4 – Training Curriculum.
- 5.2. Provide an examination that tests what the participant has learned. A score of 80% or more is required to pass the course.
- 5.3. Provide a participant passing the course a certificate of completion that includes:



## SECTION V – SCOPE OF WORK

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- a. The participant's name;
- b. Whether each of the Training Curriculum courses were completed;
- c. An attestation that the course meets the requirements in Section 4 – Training Curriculum; and
- d. The name and signature of the individual who taught the course.

5.4. Ensure the training is provided by an individual who:

- a. Is an audiologist, or
- b. Meets the hearing screener qualifications as stated in Section 4 – Training Curriculum and has performed at least fifty (50) hearing screenings within twenty-four (24) months before teaching a hearing screener course.

### 6. CONTRACTOR'S REQUIREMENTS – RENEWAL HEARING SCREENING TRAINING

Every five (5) years after completing the initial hearing screening course described in Section 4 – Training Curriculum, a screener who is not an audiologist shall pass a hearing screening renewal course. For a hearing screening renewal course, the Contractor shall:

- 6.1. Provide one-hundred ninety-five (195) minutes of classroom instruction covering:
  - a. Introduction to Hearing;
  - b. Hearing Screening;
  - c. Referral and Reporting;
- 6.2. Provide thirty (30) minutes of classroom instruction covering Otoacoustic Emissions Hearing Screening;
- 6.3. Provide sixty (60) minutes of classroom instruction covering Pure Tone Hearing Screening; and
- 6.4. Provide thirty (30) minutes of classroom instruction covering Tympanometry Hearing Screening.
- 6.5. Provide an examination that tests what the participant has learned. A score of 80% or more is required to pass the course.
- 6.6. Provide a participant who passes the course a certificate of completion that includes:
  - a. The participant's name;
  - b. Whether each of the Training Curriculum courses were completed;
  - c. An attestation that the course meets the requirements in Sections 6.1 – 6.4 above; and
  - d. The name and signature of the individual who taught the course.
- 6.7. Ensure the training is provided by an individual who:
  - a. Is an audiologist, or
  - b. Meets the hearing screener qualifications as stated in Section 4 – Training Curriculum and has performed at least fifty (50) hearing screenings within twenty-four (24) months before teaching a hearing screener course.



## SECTION V – SCOPE OF WORK

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### 7. CONTRACTOR'S REQUIREMENTS – ADMINISTRATIVE

The Contractor shall:

- 7.1. Present the Training Curriculum in the highest-quality and professional manner;
- 7.2. Provide all related printed training materials for the participants;
- 7.3. Conduct training sessions at the stated date and start/end times;
- 7.4. Notify City staff within two (2) business days if scheduled training session cannot be conducted. If a replacement instructor is to be assigned, the Contractor shall obtain approval from City staff prior to service delivery;
- 7.5. Distribute evaluation forms to participants and obtain completed evaluations after each training session; and
- 7.6. Submit evaluations and attendance rosters for every service delivered with completed invoice.

### 8. CITY'S RESPONSIBILITIES

The City shall:

- 8.1. Assign a Program Assistant as a point of contact for tasks and activities associated with the Scope of Work requirements. The Program Assistant will have the authority to approve and authorize all work under the Contract;
- 8.2. Assist the Contractor by providing information pertinent to the project;
- 8.3. Approve protocols and procedural changes or additions to the program or services;
- 8.4. Reserve training rooms with adequate space;
- 8.5. Inform participants of the date/time/location of training;
- 8.6. Monitor and analyze the effectiveness of services; and
- 8.7. Meet with Contractor staff to discuss progress and issues, as needed.



## SECTION VI – SUBMITTALS

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### SECTION VI – SUBMITTALS

#### 1. COPIES:

Please submit one original, one copy, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation.

1.1. Please submit only the documents listed below. **Do not submit a copy of the entire solicitation document.**

**ATTACHMENT A – FEE SCHEDULE**

**ATTACHMENT B – COST AND PAYMENTS**

**ATTACHMENT C – OFFER FORM**

**ATTACHMENT D – REFERENCES**

**ATTACHMENT E – SOLICITATION TRANSPARENCY DISCLOSURE FORM**

**ATTACHMENT F – FORM SF424B ASSURANCES NON-CONSTRUCTION PROGRAMS**

**SIGNED ADDENDUM (IF APPLICABLE)**

1.2. 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).

#### 2. 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.



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ATTACHMENT A – FEE SCHEDULE**

Please submit a price for the proposed training class per session and/or per person. If applicable, indicate the costs for travel, lodging, and/or per diem expenses, plus any overhead expenses, such as printing. Select “Included Hearing Screening Training Cost” or “Included with Renewal Hearing Screening Training Cost” in the Pricing column if travel, lodging, and/or per diem expenses, plus any overhead expenses are included in the proposed cost.

Chargeable Services	Pricing
<b>Initial Hearing Screening Training</b>	\$ _____ per _____
<ul style="list-style-type: none"> <li>• Travel</li> </ul>	\$ _____ per _____ <input type="checkbox"/> Included with Initial Hearing Screening Training Cost
<ul style="list-style-type: none"> <li>• Lodging</li> </ul>	\$ _____ per _____ <input type="checkbox"/> Included with Initial Hearing Screening Training Cost
<ul style="list-style-type: none"> <li>• Per Diem</li> </ul>	\$ _____ per _____ <input type="checkbox"/> Included with Initial Hearing Screening Training Cost
<ul style="list-style-type: none"> <li>• Printing</li> </ul>	\$ _____ per _____ <input type="checkbox"/> Included with Initial Hearing Screening Training Cost
<ul style="list-style-type: none"> <li>• Overhead</li> </ul>	\$ _____ per _____ <input type="checkbox"/> Included with Initial Hearing Screening Training Cost



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

<b>Chargeable Services</b>	<b>Pricing</b>
Renewal Hearing Screening Training	\$ _____ per _____
• Travel	\$ _____ per _____ <input type="checkbox"/> Included with Renewal Hearing Screening Training Cost
• Lodging	\$ _____ per _____ <input type="checkbox"/> Included with Renewal Hearing Screening Training Cost
• Per Diem	\$ _____ per _____ <input type="checkbox"/> Included with Renewal Hearing Screening Training Cost
• Printing	\$ _____ per _____ <input type="checkbox"/> Included with Renewal Hearing Screening Training Cost
• Overhead	\$ _____ per _____ <input type="checkbox"/> Included with Renewal Hearing Screening Training Cost
Other fees, if applicable	





**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ATTACHMENT B – COSTS AND PAYMENTS**

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

- Contractor offers a prompt payment discount of either \_\_\_\_\_% - 30 days after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, enter 0 in the % space to indicate net 45 days effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**
  
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the Contractor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the Contractor will owe the City all costs. The Contractor may opt-out of the SUA program once, but then may not rejoin during the same contract term.



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ATTACHMENT C – OFFER FORM**

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

Arizona Sales Tax No. \_\_\_\_\_

Use Tax No. for Out-of-State Suppliers \_\_\_\_\_

City of Phoenix Sales Tax No. \_\_\_\_\_

Arizona Corporation Commission File No. \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(LLC, Inc., Sole Proprietor)

\_\_\_\_\_  
Printed Name and Title  
(Member, Manager, President)

Address \_\_\_\_\_

City, State and Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

Company Fax Number \_\_\_\_\_

Company Toll Free No. \_\_\_\_\_

Email Address \_\_\_\_\_



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ATTACHMENT D – REFERENCES**

Provide three (3) references you have provided similar services for in the past two (2) years. Include name, contact information, type of service(s) and dates of service. Do not use the City of Phoenix as a reference.

REFERENCE 1			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 2			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 3			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ATTACHMENT E  
SOLICITATION TRANSPARENCY AND DISCLOSURE FORM**

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

1. Name of person submitting this disclosure form.
First: _____ M.I. _____ Last: _____ Suffix: _____
2. Contract information.
a) Solicitation # or Name: RFQ-19-EDU-30
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the contract).
4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.
5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.
<input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s), and business name:



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Question 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

**7. Disclosure of Conflict of Interest**

**A. City Code Section 43-34**

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

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

I am not aware of any conflict(s) of interest under City Code Section 43-34.

I am aware of the following potential or actual conflict(s) of interest:

**B. ARS Sections 38-504 et. Seq. & City Charter Chapter 11**

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

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

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

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

I am aware of the following conflict(s) of interest:



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**8. Acknowledgements**

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

I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602- 534-5500 (TDD); or [aud.integrity.line@phoenix.gov](mailto:aud.integrity.line@phoenix.gov).

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

**OATH**

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

<b>PRINT NAME</b>	<b>TITLE</b>
-------------------	--------------

<b>SIGNATURE</b>	<b>DATE</b>
------------------	-------------

**COMPANY (CORPORATION, LLC, ETC.) NAME and DBA**



SECTION VI – SUBMITTALS

CITY OF PHOENIX

ATTACHMENT F
FORM SF424B ASSURANCES NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

- 1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability...
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.



**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

- 8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
- 10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
- 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- 13. Will assist the awarding agency in assuming compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.
- 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
- 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
- 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
- 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED





**SECTION VI – SUBMITTALS**

**CITY OF PHOENIX**

**ATTACHMENT G – ACCEPTANCE OF OFFER**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

**CITY OF PHOENIX**  
A Municipal Corporation  
Ed Zuercher, City Manager

\_\_\_\_\_ Awarded this \_\_\_\_ day of \_\_\_\_\_ 2019.  
Marchelle F. Franklin  
Human Services Director

\_\_\_\_\_  
City Clerk

Approved as to form this 19<sup>th</sup> day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.