



**CITY OF PHOENIX
HUMAN SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)
RFQu-20-EDU-39**

**HEAD START BIRTH TO FIVE PROGRAM
CLASSROOM BEHAVIOR AND EDUCATION COACH SERVICES**

PRE-OFFER CONFERENCE
No Pre-Offer Conference

**DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)**
Monday, January 4, 2021 at 3:00 PM (Local Time)
Submit via email to hsdprocurement@phoenix.gov

PROCUREMENT OFFICER
Pamela M. Smith
pam.smith@phoenix.gov

Date RFQu Issued: November 20, 2020



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SOLICITATION RESPONSE CHECKLIST

CITY OF PHOENIX

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

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

- Followed submittal format as stated in (Section III).
- Attachments A-H and J have been completed and/or signed and included with the offer.
- Provided a narrative response to the Evaluation Criteria in (Section III).
- Reviewed and verified prices offered.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included signed Solicitation Addenda, if applicable.
- Offer signed by an authorized signatory of your organization.
- Reviewed the Draft Professional Services Agreement (Section II).

Submitted the Offer, via email, in time – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

1. DESCRIPTION – STATEMENT OF NEED:

1.1. The City of Phoenix (City) is seeking the services of qualified classroom behavior and education coaches to assist Head Start Birth to Five teachers with classroom management and support and with children with challenging behaviors. Through this solicitation, the City will create a Qualified Vendor List (QVL) of qualified Consultants based on the Evaluation Criteria and requirement of this solicitation.

1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

2. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE/LOCATION
Issue RFQu	November 20, 2020
Pre-Offer Meeting	No Pre-Offer Meeting
Written Inquiries Due Date	December 10, 2020 by 3:00 p.m. Email to: hsdprocurement@phoenix.gov
Response to Written Inquiries	December 15, 2020
Offer Due Date and Time	January 4, 2021 by 3:00 p.m.
Offer Submittal Location	Bids shall be submitted electronically via email to: hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email when submitting your bid.
Phoenix City Council Agenda for Award	February 17, 2021

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



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3. **AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:**

Offerors are responsible for reading the Agreement and submitting any questions about it in accordance with the process listed in this solicitation. By submitting an offer, each Offeror agrees it will be bound by the Agreement. The City anticipates a three-year initial term, with a two-year renewal option, for a total aggregate of five years. Notwithstanding the foregoing, Agreement will terminate upon the earliest occurrence of any of the following:

- Reaching the end of the term and any extensions;
- Completing the services set forth in the Scope of Work (the “Services”);
- Payment of the maximum authorized compensation; or
- Termination pursuant to the provisions of the Agreement.

4. **CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:**

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

5. **PRE-OFFER MEETING:**

A Pre-Offer Meeting will not be held due to the safety concerns surrounding the COVID-19 pandemic. Offerors are encouraged to submit questions in writing to the Procurement Officer prior to the Written Inquiries Due Date stated in the Schedule of Events.

6. **SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:**

Consultant will provide classroom behavior coaching services that will be in accordance with the Scope of Work as set forth in Section II – Professional Services Consulting Agreement, Exhibit A, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Consultant will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in Section II – Professional Services Consulting Agreement, Exhibit E.

7. **PREPARATION OF OFFER:**

7.1. All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.



SECTION I – INSTRUCTIONS

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- 7.2.** It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 7.3.** All time periods stated as a number of days will be calendar days.
- 7.4.** It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time.

Offerors are strongly encouraged to:

- 7.4.1.** Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 7.4.2.** Study and carefully correlate Offerors knowledge and observations with the solicitation and other related data.
- 7.4.3.** Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Offeror has discovered in or between the solicitation and such other related documents.
- 7.5.** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

8. EXCEPTIONS:

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



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9. INQUIRIES:

- 9.1. All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.
- 9.2. No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of offers. All questions concerning or issues related to this solicitation must be presented in writing.
- 9.3. The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the Procurement Website.

10. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/Solicitations/Details/864>. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to City Council award, read the entire solicitation, and verify all required information is submitted with its offer.

11. ADDENDA:

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

12. BUSINESS IN ARIZONA

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

13. LICENSE:

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



SECTION I – INSTRUCTIONS

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14. CERTIFICATION:

By signature in the Offer Form, Offeror certifies:

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

15. SUBMISSION OF OFFER:

15.1. Electronic Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late Offers will not be considered. The prevailing clock will be the email arrival time.

15.2. Due to the COVID-19 pandemic, if you plan to respond to this solicitation, please submit your Offer electronically via email to hsdprocurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the Due Date and Time. Please enter the solicitation number on the subject line of the email when submitting your bid. Indicate in the body of the email that you are submitting a response to the solicitation.

15.3. Offers must be submitted electronically via email and the following information should be noted on the subject line:

- Solicitation Number
- Solicitation Title

15.4. Indicate in the body of the email that you are submitting in response to the identified solicitation. Once submitted, the submission will be deemed a complete submission.

All Offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section. The City will respond to confirm its receipt of submission.



SECTION I – INSTRUCTIONS

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16. WITHDRAW OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the Offer due date.

17. OFFER RESULTS:

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

18. PRE-AWARD QUALIFICATIONS:

18.1. Offeror must have 2 years direct experience working with children ages 0-5 with behavioral difficulties and have the minimum education required. This information must be provided in your narrative response to the Evaluation Criteria under Experience and Expertise of Key Personnel and in the Résumés section of this solicitation.

18.2. Upon notification of an award, the Consultant will have 10 business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

19. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

Factors that will be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation
- Method of Approach (400 Points)
- Experience and Expertise of Key Personnel (300 points)
- Cost/Budget (300 points)



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all Offers or portions thereof; or (3) reissue a solicitation.

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

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

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

21. SOLICITATION TRANSPARENCY POLICY:

21.1. Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents(including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all Offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.

21.2. Offerors may discuss their Offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.



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21.3. With respect to the selection of the successful Offerors, 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 offers, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the Offer review panel or selecting authority must be provided in writing to all prospective Offerors.

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

21.5. “To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers 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.

22. PROTEST PROCESS:

22.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

22.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an Offer, regardless of filing a protest.

22.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.



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22.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror(s) on the City’s website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

22.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

22.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

23. PUBLIC RECORD:

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offeror as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received,



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the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

24. LATE OFFERS:

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

25. RIGHT TO DISQUALIFY:

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

26. CONTRACT AWARD:

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

27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

27.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

27.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if



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included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

- 27.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 27.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Offeror, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Offeror. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 27.5.** The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final Offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 27.6.** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.
- 28. OFFERS NOT WITHIN THE COMPETITIVE RANGE:**
The City may notify Offerors of Offers that the City determined are not in the Competitive Range.



SECTION I – INSTRUCTIONS

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29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 29.1.** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 29.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 29.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 29.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

CITY OF PHOENIX

**PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

AGREEMENT NO. _____

**Pamela M. Smith
Procurement Officer
Human Services Department
200 W. Washington Street, 18th Floor
Phoenix, AZ 85003-1611
(602) 534-7637
pam.smith@phoenix.gov**



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

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**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

CITY OF PHOENIX

**PROFESSIONAL SERVICES CONSULTING AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
INSERT LEGAL NAME OF CONSULTANT HERE**

This AGREEMENT is made and entered into this **Enter date** of March, 2021, (“the Effective Date”), by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and **insert legal name of Consultant here, insert state of corporation and correct business name**, (hereinafter referred to as “Consultant”).

It is agreed by and between the parties as follows:

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Consultant possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council (**Ordinance Number and Agenda Number if applicable**) **Enter date**.

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

1. TERM OF AGREEMENT:

- 1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for **Enter term**.
- 1.2. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.2.1. reaching the end of the term exercised as set forth in 1.1;



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

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- 1.2.2. completing the services set forth in the Scope of Work attached as **Exhibit A – Scope of Work** (the “Services”);
- 1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or
- 1.2.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT:

- 2.1. The total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Agreement will not exceed **\$Enter amount per year** including reasonable and necessary travel expenses, if approved in advance by the City and included in the Exhibit B – Fee Schedule. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.
- 2.2. Consultant will submit monthly invoices on or before the **15th** of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s rights.
- 2.3. Invoices will be submitted to: daniela.canisales@phoenix.gov.
- 2.4. Consultant will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:
 - Business Expenses: If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

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require receipts include but are not limited to express mail; delivery services; messenger services; and outside printing.

- Office Expenses: If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, which includes how the expense was incurred. Examples of office expenses needing documentation include but are not limited to telephone; internal printing /copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles (long distance charges only); and supplies.
- Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Consultant will be held to comply with City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, revised January 16, 2015, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City’s website and incorporated herein as if attached.

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Consultant will provide consulting services that will be in accordance with the **Scope of Work** as set forth in **Exhibit A**, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Consultant will also specifically comply with the applicable **Supplemental Terms and Conditions** that are set forth in **Exhibit E**. Consultant will provide monthly progress reports to the City.

4. INDEMNIFICATION AND INSURANCE REQUIREMENTS: SEE EXHIBIT C.

5. INDEPENDENT CONSULTANT STATUS; EMPLOYMENT DISCLAIMER:

5.1. The parties agree that Consultant is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent consultants. Neither Consultant nor any of Consultant’s agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Consultant.

5.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties



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agree that no individual performing under this Agreement on behalf of Consultant will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Consultant will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

6. LEGAL WORKER REQUIREMENTS:

6.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Consultant who fails, or whose subconsultants fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Consultant agrees that:

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

7. CONFIDENTIALITY AND DATA SECURITY:

7.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, Consultant will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

7.2. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. 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.



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- 7.3. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, Consultant will notify the City Privacy Officer immediately. Consultant 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.
- 7.4. Consultant agrees that the requirements of this Section will be incorporated into all subconsultant/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 7.5. The obligations of Consultant under this Section will survive the termination of this Agreement.
8. **CONTACTS WITH THIRD PARTIES:**
- 8.1. Consultant or its subconsultants will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Consultant or its subconsultants be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Consultant or its subconsultants will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Consultant and its subconsultants under this Section will survive the termination of this Agreement.
- 8.2. Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
9. **SBE/DBE UTILIZATION:**
The City extends to each individual, firm, vendor, supplier, consultant and subconsultant an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.



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10. AUDIT/RECORDS:

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

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

11. COMPLIANCE WITH LAWS:

Consultant will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Agreement.

12. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in **Exhibit A – Scope of Work** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Consultant before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Consultant may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Consultant will be allowed except as provided herein, nor will Consultant do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Consultant without prior written authorization will be at Consultant's risk, cost and expense, and Consultant agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

13. NO ORAL ALTERATIONS:

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



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14. NOTICES:

14.1. Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Consultant:

If to City:

14.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

14.3. Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

15. INTEGRATION:

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

16. GOVERNING LAW: FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona,



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Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

17. FISCAL YEAR CLAUSE:

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

18. TERMINATION OR SUSPENSION OF SERVICES:

18.1. City's Right to Terminate: The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Consultant in writing. Immediately upon receiving a written notice to terminate or suspend Services, Consultant will:

- Discontinue advancing the work in progress, or such part that is described in the notice.
- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.
- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Consultant in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

19. FINAL PAYMENT:

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

19.2. TEMPORARY SUSPENSION: The City may, by written notice, direct Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or



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desirable for its convenience. If such suspension causes additional expense to Consultant in performance, and not due to fault or negligence of Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.

20. PROFESSIONAL COMPETENCY:

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

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

21. SPECIFIC PERFORMANCE:

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

22. FORCE MAJEURE:

Consultant will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any



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required reports prepared by Consultant in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as “Force Majeure”).

23. DOCUMENTATION:

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

23.2. FORMAT AND QUALITY: All documents prepared by Consultant will be prepared in a format and at a quality approved by the City.

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

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

24. RELEASE OF INFORMATION:

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

25. CONFLICT OF INTEREST:

25.1. Consultant acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any



**SECTION II – PROFESSIONAL SERVICES
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employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

- 25.2.** The City reserves the right to immediately terminate the contract in the event that the City determines that Consultant has an actual or apparent conflict of interest.
- 25.3.** Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Consultant, or any agent or representative of Consultant, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Consultant, terminate the right of Consultant to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Consultant as could be pursued in the event of default by Consultant.
- 25.4.** This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

26. PUBLIC RECORDS:

- 26.1.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- 26.2.** In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in their offer. Within ten days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.



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26.3. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

27. CLAIMS OR DEMANDS AGAINST THE CITY:

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

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

28. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

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

29. CONTINUATION DURING DISPUTES:

29.1. Consultant agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.



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29.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

30. THIRD PARTY BENEFICIARY CLAUSE:

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

31. 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.

32. NO ISRAEL BOYCOTT:

By entering into this Agreement, the Consultant certifies that they are not currently engaged in and agrees for the duration of the agreement to not engage in, a boycott of goods or services from Israel.

33. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

33.1. In order to do business with the city, consultant must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

33.2. For a consultant with 35 employees or fewer. Consultant in performing under this agreement 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. Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. 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. Consultant further agrees that this clause will be



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

- 33.3. For a consultant with more than 35 employees.** Consultant in performing under this agreement 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. Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Consultant further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by supplier/lessee. Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
- 33.4. DOCUMENTATION:** Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.
- 33.5. 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.



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APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, an Arizona municipal corporation
ED ZUERCHER, City Manager

By: _____
Marchelle F. Franklin
Human Services Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

Heidi Gilbert
Assistant Chief Counsel

Name of company Corporation
a State corporation

By: _____
Name
Title, (President and CEO, etc.)



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**EXHIBIT A
SCOPE OF WORK**

1. BACKGROUND:

Pursuant to Chapter 2, Section 2, Paragraph (1) of the Phoenix City Charter, the City of Phoenix (City) Human Services Department (HSD), Education Division, Head Start Birth to Five Program requires classroom behavior coaches to meet programmatic needs. Head Start Performance Standard 1302.45 “requires support for effective classroom management and positive learning environments; supportive teacher practices; and strategies for supporting children with challenging behaviors. In addition, the Head Start Birth to Five Program must implement policies to limit suspension and prohibit expulsion as described in Head Start Program Performance Standard §1302.17.

The City requires the services of classroom behavior coaches to assist Head Start Birth to Five teachers with classroom management and support. Educational service providers, family advocates, childcare partners and the behavioral support team have identified an increasing number of behavioral concerns in the classroom to an escalating degree. Although behavior support staff are responsive, the need for additional one-on-one assistance with children is needed. Behavior coaches will provide support to children and teachers implementing age-appropriate interventions in the classroom, socializations and childcare centers to maintain a safe classroom environment. The behavior coaches will provide various services and strategies to assist in de-escalating disruptive behaviors and teach new skills to create a positive learning environment. Some of the duties a behavior or education coach will provide are:

- Classroom observations of teacher-child interactions and classroom functions.
- Participation in staffing’s pertaining to child.
- Providing in the moment interventions with child.
- Providing coaching to teaching staff, childcare staff, and/or parents.
- Information gathering regarding the teacher and child’s background.
- Complete documentation using COPB25 coaching forms.
- Set goals and develop a plan of action.

The interventions provided by the behavior or education coach must be in alignment with the child’s developmental level, teacher learning style, Conscious Discipline practices, trauma-informed care practices and Head Start performance standards. The behavior or education coach will receive professional development in the above-mentioned areas to ensure expectations and knowledge of Head Start practices. The behavior or education coach will assist children, childcare staff and teachers with developing the skills and learning necessary to address the challenging behaviors and social-emotional needs of children ages birth to five. The



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intent of the behavior coach in the classroom is to decrease behavior referrals and teach new skills to both the child, caregiver, childcare staff and the teachers. The behavior coach should be knowledgeable in behavior theory, challenging behaviors, trauma informed practices, conflict resolution and brain development.

2. CONSULTANT REQUIREMENTS:

The Behavior Coach shall:

- (a) Work in collaboration with the Birth to Five staff, Educational Service Providers and Childcare Partners to provide in-person classroom support with children exhibiting challenging behaviors and promote self-regulation in children. The behavior coach will address the integration of behavior, environment, social-emotional development to ensure the achievement of a positive learning environment.
- (b) Behavior and Education coaches should possess the following education, skills and experience:
 - B.A./B.S. in Social Work, Child Development, Education or related field is preferred; however, a combination of early childhood education and two years direct experience working with children 0-5 age group with behavior difficulties will be considered.
 - Provide up to 40 hours of intensive coaching and professional development per week. The City estimates needing up to 2,080 hours of support through February 28, 2022.
 - Developing strategies for supporting children with challenging behaviors and other social, emotional, and mental health concerns.
 - Ability to model effective teaching practices directly related to program performance goals.
 - Adequate training and experience in adult learning and in using assessment data to drive coaching strategies aligned with program performance goals.
 - Knowledge and experience implementing behavioral interventions.
 - Knowledge and experience implementing Early Childhood curricula with children 0-5.
 - Knowledge of on-going child assessment.
 - Coaching experience working with Early Childhood educators.
 - Ability to work independently and with a team.
 - Good communication skills.
 - Problem-solving skills.
 - Identify behavioral triggers and behavioral temperaments.
 - Provide safety and responsiveness to children.
 - Notice and respond to behavioral cues in children.



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- Assess and determine an appropriate response to a child’s internal state.
 - Provide child appropriate choices in behavioral responses.
 - Develop problem solving skills in children.
 - Ability to model problem solving strategies with teachers and children.
 - Develop and practice appropriate response to physical aggression.
 - Support the implementation of classroom rituals and routines.
 - Evaluate behavioral situations and create appropriately matching adult response methods.
 - Provide effective encouragement.
 - Provide strength-based reflection through supportive and constructive feedback.
 - Effectively respond to tantrums and rage.
- (c) Be evidence-based. Any response must provide evidence of developmentally appropriate research-based early childhood curricula, including additional enhancements, as appropriate that are based on scientifically valid research and have standardized training procedures and curriculum materials to support implementation.
- (d) Provide ongoing communication between the coach, teacher, parent, behavior support specialist and any other relevant staff.
- (e) Provide ongoing communication between the coach, teacher, program director, education director, and any other relevant staff.
- (f) Help teachers, including family childcare providers, to improve classroom management and effective teaching practices through strategies including classroom observations, modeling and consultations to address teacher and individual child needs and creating physical and cultural environments that promote positive social and emotional functioning.

3. CITY REQUIREMENTS:

The City shall:

- (a) Assign a point of contact for facilitation of classroom coaching and professional development training.
- (b) Secure meeting space for in-person training.
- (c) Inform staff regarding classroom consultation and professional development training dates.
- (d) Secure time with appropriate staff to ensure proper and adequate communication with leadership in regard to the development of policies and identified on-going programmatic needs.



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- (e) Provide a list of site-based classrooms and instructional teams as necessary for coaching and access to professional development.

4. **METHOD OF INVOICING:**

After services have taken place, the invoice needs to be submitted by the 15th calendar day of the following month. For example, if services were provided in August, the invoice must be submitted by September 15.

Each invoice will be accompanied with supporting documentation and will be submitted free of mathematical errors. All appropriate documentation will be provided that supports the charges reflected in the invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights. Invoice must include the following:

- Company Name and Complete Address
- Contact Person Name and Telephone Number
- Invoice Number and Date
- Date(s) of Services
- City Contract Number
- Itemized Service(s), description, unit of measure, unit price and extended price
- Shipping and Payment Terms
- Price shall include all administrative and overhead costs (including subconsultants)
- The dollar amount on the invoice, excluding shipping and taxes, shall not exceed the total dollar amount on the purchase order

Invoices shall be submitted via email to Daniela Canisales, Admin. Assistant II at daniela.canisales@phoenix.gov.

5. **METHOD OF PAYMENT**

The City shall make payment to Consultant within forty-five (45) days of the invoice date.



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

CITY OF PHOENIX

**EXHIBIT B
FEE SCHEDULE**

[attached prior to contract execution]

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**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

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**EXHIBIT C
INDEMNIFICATION & INSURANCE REQUIREMENTS**

1. INDEMNIFICATION CLAUSE:

Consultant (“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 Consultant or any of its owners, officers, directors, agents, employees or subconsultants in connection with this Agreement. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Consultant for the City. The obligations of Consultant under this provision survive the termination or expiration of this Agreement.

2. INSURANCE REQUIREMENTS:

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

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

3. MINIMUM SCOPE AND LIMITS OF INSURANCE:

Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.



**SECTION II – PROFESSIONAL SERVICES
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3.1. Commercial General Liability – Occurrence Form

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

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 coverage for sexual abuse and molestation.
- 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 Consultant.”

3.2. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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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 Consultant, including automobiles owned, leased, hired or borrowed by the Consultant.”

3.3. Worker’s Compensation and Employers’ Liability

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

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



**SECTION II – PROFESSIONAL SERVICES
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3.4. 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 Agreement.

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

In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy must precede the effective date of this Agreement; 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 Agreement is completed.

4. ADDITIONAL INSURANCE REQUIREMENTS:

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

4.1. 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 the Consultant even if those limits of liability are in excess of those required by this Agreement.

4.2. The Consultant’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

5. NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Agreement, the Consultant 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 to City of Phoenix Human Services Department, 200 W. Washington Street, 18th Floor, Phoenix AZ 85003-1611 or emailed to hsdprocurement@phoenix.gov.

6. 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 the Consultant from potential insurer insolvency.

7. VERIFICATION OF COVERAGE:

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



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

All certificates required by this Agreement must be sent directly to **hsdprocurement@phoenix.gov**. The City project description ***Head Start Birth to Five Program Classroom Behavior Coach Services*** 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 Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

8. SUBCONSULTANTS:

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

9. APPROVAL:

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



**SECTION II – PROFESSIONAL SERVICES
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**EXHIBIT D
CONSULTANT'S INSURANCE CERTIFICATE**

[attached prior to contract execution]

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**SECTION II – PROFESSIONAL SERVICES
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**EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS**

1. FUNDING:

The City of Phoenix utilizes the United States Department of Health and Human Services (DHHS) funding to support the Head Start Birth to Five Program. The Consultant shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Agreement period.

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

2. AVAILABILITY OF FUNDS:

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

The City may reduce payments or terminate this Agreement 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.

3. BACKGROUND SCREENING:

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

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

3.2. Terms of This Section Applicable to all Consultant's Contracts and Subcontracts: Consultant will include Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.



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- 3.3. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this Agreement 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 Agreement, Consultant will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Consultant. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of the Consultant's services under this Agreement or Consultant's failure to comply with this section. Therefore, Consultant and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 3.4. Continuing Duty; Audit:** Consultant's obligations and requirements will continue throughout the entire term of this Agreement. Consultant will maintain all records and documents related to all background screenings and the City reserves the right to audit Consultant's records.
- 3.5. Consultant's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Consultant is required to access any City facilities without an escort, City badging is required. Consultant's default under this section will include, but is not limited to, the following:
- Contract Worker gains access to a City facility(s) without the proper badge or key;
 - Contract Worker uses a badge or key of another to gain access to a City facility;
 - Contract Worker commences services under this Agreement without the proper badge, key or background screening;
 - Contract Worker or Consultant submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
 - Consultant fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
 - Consultant acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Consultant agrees to properly cure any default under this section within three



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business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Consultant's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Consultant will be liable for and pay to the City the sum of \$1,000.00 for each breach by Consultant in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement if Consultant breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Consultant breaches this section. The parties further agree that three breaches by Consultant in this section arising out of any default within a consecutive period of three months or three breaches by Consultant in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this Agreement by Consultant and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

- 3.6. Employee Identification and Access:** Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Consultant will supply a list of the names and titles of all employees requiring access to the buildings. It is the Consultant's responsibility to provide updates and changes of personnel as necessary.



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

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- 3.7. Key Access Procedures:** If the Consultant Worker’s services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Consultant for each key issued. Consultant must submit the completed key issue/return form to the appropriate badging office.
- 3.8. Stolen or Lost Badges or Keys:** Consultant must immediately report lost or stolen badges or keys to the City’s appropriate badging office. If the badge/key was stolen, Contract Worker’s must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.
- 3.9. Return of Badge or Key:** All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker’s access to a City facility is no longer required to furnish the services under this Agreement. Consultant will collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Consultant Worker’s services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this Agreement.
- 3.10. Badge and Key Fees:** The following constitute the badge and key fees under this Agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Consultant.

Replacement Badge Fee:	\$55.00 per badge
Lost/Stolen Badge Fee:	\$55.00 per badge
Replacement Key Fee:	\$55.00 per key
Replacement Locks:	\$55.00 per lock

4. BACKGROUND SCREENING – MAXIMUM RISK:

- 4.1.** The current risk level and background screening required is **MAXIMUM RISK**.
- 4.2. Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker’s work assignment will:
- Work directly with vulnerable adults or children, (under age 18); or
 - Any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

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Unescorted access to:

- City data centers, money rooms, high-value equipment rooms; or
- Unescorted access to private residences; or
- Access to critical infrastructure sites/facilities; or
- Direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

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

4.4. Additional Maximum Risk Background Checks: Maximum screening will additionally require:

Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

4.5 Consultant Certification; City Approval of Maximum Risk Background Screening: Unless otherwise provided for in the Scope of Work, Consultant will be responsible for:

- Determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- Submitting pass/fail results to the City for approval; and,
- Reviewing the results of the background check every three to five years, dependent on scope; and,
- To engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the Human Services Department; and,
- If, upon review of the background information, the City will advise the Consultant if it believes a Contract Worker should be disqualified. The Consultant will evaluate the Contract Worker and if the Consultant believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Consultant will discuss



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

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those circumstances with the Human Services Department. The Human Services Department decision on disqualification of a Contract Worker is final.

- For sole proprietors, the Consultant must comply with the background check for himself and any business partners, or members or employees who will assist on the agreement and for whom the requirements of the Agreement apply.
- By executing this agreement, Consultant certifies and warrants that Consultant has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Consultant, or any contracted agency that assists with review, after the City’s completed review.
- By executing this agreement, Consultant further certifies and warrants that Consultant has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Consultant has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Consultant for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.

5. **NON-ASSIGNABILITY:**

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

6. **MANDATORY DISCLOSURES:**

Consultant must disclose, in a timely manner, in writing to City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Head Start award. If Consultant receives Federal funds in excess of \$10,000,000 for any period during the performance of this Agreement it is required to report certain civil, criminal, or administrative proceedings to the System for



**SECTION II – PROFESSIONAL SERVICES
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Award Management (SAM). (See Appendix XII to 45 CFR Part 75). Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

- 7. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):**
In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” Consultant agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department, and agrees to comply with the requirements of 2 CFR Part 180 and 2 CFR Part 376.
- 8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:**
Applicable to all contracts in excess of \$150,000. Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the Department of Health and Human Services, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).
- 9. LOBBYING:**
The Consultant agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a requirement for contracting. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.
- 10. POLITICAL ACTIVITY:**
Consultant shall comply with the requirements of the Hatch Act which restricts political activity of individuals employed by recipient or subrecipients whose principal employment is in connection with an activity that is financed in whole or in part by grants made by the Federal agency.



**SECTION II – PROFESSIONAL SERVICES
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11. COMPETITIVE BIDDING:

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

12. ACCOUNTING:

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

13. ALLOWABLE COSTS:

Consultant shall comply with the following Cost Principles as applicable to determine the allowability of incurred costs for the purpose of reimbursing costs under the Agreement terms and conditions. Consultant certifies that funds received under this Agreement will be expended to achieve the purposes of this Agreement 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

14. SUBSTANTIAL INTEREST DISCLOSURE:

14.2. Consultant 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 Consultant's organization or with which Consultant (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Consultant has made a full written disclosure of the proposed payments, including amounts, to the City.

14.3. Lease agreements, rental agreements, or purchase of real property covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.



**SECTION II – PROFESSIONAL SERVICES
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14.4. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

15. COST OR PRICING DATA CERTIFICATION:

By signing this Agreement, any amendment thereto, or other official form, Consultant certifies, to the best of Consultant'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 Consultant 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 Agreement rates are set by law or regulation, the certifying of cost or pricing data does not apply.

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SECTION III – SUBMITTALS

CITY OF PHOENIX

1. COPIES:

- 1.1. Please submit one (1) original of the Submittal Section (Tabs 1-6) and all other required documentation via email.
- 1.2. **Please submit only those documents outlined in the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).
- 1.3. **Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email.** Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server’s size limit and your email cannot be sent.

2. HOW TO SUBMIT ELECTRONICALLY:

Step 1: Put together your offer documents in PDF format. Submit each tabbed section in PDF file(s) as outlined in Section 4 below.

Step 2: Enter hsdprocurement@phoenix.gov in the “To” field.

Step 3: Enter the Solicitation Title and Number and your company name in the “Subject” field

Step 4: Include in the body of the email that you are submitting in response to the identified solicitation.

Step 5: Attach all applicable documents for your submission.

Step 6: Click “Send.” Once submitted, the submission will be deemed a complete submission.

3. EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Qualifications Based Selections, contracts will be awarded to the most highly qualified and responsible offerors, taking into consideration the evaluation criteria set forth in the request for qualifications. The evaluation criteria are listed below along with the possible points assigned to each. Additional information for each criterion is provided below.



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CITY OF PHOENIX

3.1.	Method of Approach	400 Points
3.2.	Experience and Expertise of Key Personnel	300 Points
3.3.	Cost/Budget	<u>300 Points</u>

TOTAL AVAILABLE POINTS: 1,000 Points

4. OFFER SUBMITTAL FORMAT:

The written Offer should be:

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

Tab 1 General Information

Tab 2 Method of Approach

Tab 3 Experience and Expertise of Key Personnel

Tab 4 Cost/Budget

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

Tab 6 Signed Addenda

5. **OFFER SUBMITTAL CONTENT:** The Offer shall include the following information and must be submitted in the following sequence. Offerors should reference Attachment I – Scoring Rubric Form, which will be utilized in the evaluation of Offers.

5.1. Tab 1 – General Information

In this Section, Offeror shall provide one page with the following information:

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

5.2. Tab 2 – Method of Approach (400 Maximum Points)

In this Section, Offeror shall provide a narrative response that addresses your company's knowledge and experience in each of the following areas:

- (a) Providing developmentally appropriate, research-based behavior interventions utilized to de-escalate and decrease challenging behaviors in children 0-5 years.



SECTION III – SUBMITTALS

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- (b) Providing coaching and modeling, in the moment, to teachers, parents and/or childcare providers, to prevent and respond to challenging behaviors in preschool and childcare settings.
- (c) Providing reflective feedback and support of teaching practices and strategies for the purpose of increasing teacher confidence and competence.
- (d) Supporting and promoting healthy, culturally responsive relationships between infants/young children and caregivers and teachers.
- (e) Implementing an approach to encourage cooperation and understanding the intention behind challenging behaviors.
- (f) Utilizing and analyzing data gathered from behavior logs, classroom observations and staffing's to individualize behavior plans to improve teaching practices and outcomes for children.
- (g) Applying theoretical framework in responding to challenging behaviors.
- (h) Understanding, recognizing and respecting how a child's behavior and social-emotional well-being are impacted by physical environment, relationships, attachment history and culture.

5.3. Tab 3 – Experience & Expertise of Key Personnel (300 Maximum Points)

In this Section, Offeror shall provide a narrative response that addresses your organization's experience, including the following information:

- (a) Provide a summary of your organization's experience and the expertise of staff in providing behavior coaching services to preschool teachers, childcare providers, parents and children ages birth to five.
- (b) Provide a summary of your organization's experience and expertise of staff in providing educational coaching services for the purpose of engaging in focused observation, assessing needs and providing reflective feedback.
- (c) Bachelor's degree in Social Work, Early Childhood Development, Education or related field is preferred; however, a combination of early childhood education and direct experience working with children 0-5 age group with behavioral difficulties and work experience with Pre-K classrooms will be considered.



SECTION III – SUBMITTALS

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- (d) Experience providing coaching, modeling and intervention services to early childhood teachers, caregivers and children.
- (e) Experience in developing individualized coaching plans using needs assessments, child assessment data results, and curricula.
- (f) Describe your organizations experience and knowledge with children experiencing trauma and how it impacts child and family development.
- (g) Describe your organizations experience and knowledge in principles of adult learning to promote an integrated service delivery of child development and positive teacher-child interactions.
- (h) Résumés - submit a current résumé for each professional delivering services. (Maximum 3 pages each).

5.4. Tab 4 – Cost/Budget (300 Maximum Points)

In this Section, Offeror must complete and submit Attachment A – Fee Schedule.

- (a) Coaching and Education Consultation - Submit an hourly billable rate. .
- (b) Professional Development Training - Submit a per day rate for group training via in-person, virtual and webinar.
- (c) Materials List – Submit a materials list, including pricing, for items required for coaching consultation and professional development training.

5.5. Tab 5 – Other Required Submittals

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

- Attachment A – Fee Schedule
- Attachment B – Cost and Payment Terms and Options
- Attachment C – Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- Attachment D – Confidential Information Form
- Attachment E – Authority to Sign Documents



SECTION III – SUBMITTALS

CITY OF PHOENIX

- Attachment F – References
- Attachment G – Solicitation Conflict & Transparency Disclosure Form
- Attachment H – Assurances Part I and Part II
- Attachment J – Offer Form

5.6. Tab 6 – Signed Addenda

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