



**CITY OF PHOENIX
HUMAN SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)
RFQu-21-EDU-47**

**HEAD START BIRTH TO FIVE PROGRAM
PROFESSIONAL DEVELOPMENT TRAINING**

PRE-OFFER CONFERENCE
No Pre-Offer Conference

**DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)**
Friday, August 13, 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: July 2, 2021



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SOLICITATION RESPONSE CHECKLIST

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Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist Offeror's, but Offeror's 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 VI, Item 3.
- Attachments A-G have been completed and/or signed and included with the offer.
- Provided information as outlined in Section VI, Items 4.1 to 4.5.
- Reviewed the insurance requirements for compliance. See Draft Letter of Agreement in Section IV.
- Included signed Solicitation Addenda, Section VI, Item 4.6, if applicable.
- Offer signed by an authorized signatory of your organization.
- Reviewed the Draft Letter of Agreement in Section IV.

Submitted the Offer, via email, by due date and 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) invites qualified Offeror's to submit a Statement of Qualifications (SOQ) for Head Start Birth to Five Program professional development training services. The City is seeking to expand its current Qualified Vendors List (QVL) of qualified vendors in accordance with the specifications, provisions, evaluation criteria and requirements of this solicitation. ***If you are already on the QVL, you do not need to reapply.***
- 1.2. The City intends to maintain this QVL through April 4, 2023. The Procurement Officer shall be responsible for evaluating the SOQs and may in some instances interview some or all of the Offeror's. However, there is no guarantee that an Offeror placed on the QVL or selected to submit a proposal will be hired during the term of the QVL. Each Offeror's submission of a response to this Request for Qualifications (RFQu) constitutes the Offeror's agreement to the terms set forth herein.
- 1.3. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

2. SCHEDULE OF EVENTS:

| ACTIVITY (All times are local Phoenix time) | DATE/LOCATION |
|--|--|
| Issue RFQu | July 2, 2021 |
| Pre-Offer Meeting | No Pre-Offer Meeting |
| Written Inquiries Due Date | July 29, 2021 by 3:00 p.m. Email to: hsdprocurement@phoenix.gov |
| Response to Written Inquiries | August 3, 2021 |
| Offer Due Date and Time | August 13, 2021 by 3:00 p.m. Bids shall be submitted electronically via email to: hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email. |
| Phoenix City Council Agenda for Award | October 6, 2021 |



SECTION I – INSTRUCTIONS

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

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

A separate Letter of Agreement will be executed for each training event. Offeror's are responsible for reading the Letter of 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 terms of the Letter of Agreement. The City intends to maintain this QVL through April 4, 2023. Notwithstanding the foregoing, the QVL will terminate upon the earliest occurrence of any of the following:

- Reaching the end of the QVL term and any extensions;
- Completing the services set forth in the Scope of Work (the "Services");
- 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. 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:**

Contractor will provide professional development training services in accordance with the Scope of Work as set forth in Section II – Draft Letter of Agreement, which may be supplemented with additional detail from time to time during the term of the QVL, and that are satisfactory to the City.

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.

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.



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- 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.

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.



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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/944>. 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.

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,



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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. 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. 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.

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 and time 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.



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18. PRE-AWARD QUALIFICATIONS:

18.1. Offeror must have a minimum of five (5) years of experience in the specialty area. The Offeror's normal business activity during the past five (5) years will have been for providing the services in this solicitation. This information must be provided under Resumes in Section VI, TAB 3 - Personnel and Staffing.

18.2. Upon notification of an award, the Contractor 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. QUALIFICATION CRITERIA:

Statement of Qualifications shall relate specifically to the items listed in Section II – Scope of Work, Item 8. Contractor Requirements and Qualifications.

20. CONTENT OF RESPONSE:

The Offeror's response will include the following:

20.1. The SOQ should be clear and concise and demonstrate the Offeror's ability to provide the services. Please respond to the following:

- Cover Letter: Provide a narrative which introduces the Offeror and highlights your special strengths to perform the services requested in this RFQu.
- Qualifications and Experience: Provide a narrative describing your qualifications to perform the services, including past experience. Provide a copy of professional license(s), certificate, credential, degree or publication verification. Provide documentation of minimum of one professional development event or five hours of technical assistance each year for the last three years.
- Personnel and Staffing: Provide names and resumes of proposed staff.
- Session Descriptions: Provide a description of the training sessions and topics and include: Measurable Outcomes, Process Improvements, Unique Information, Tools/Takeaways, and Attendee Involvement.

21. 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.



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22. SOLICITATION TRANSPARENCY POLICY:

- 22.1.** 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.
- 22.2.** 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.
- 22.3.** 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.
- 22.4.** 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.
- 22.5.** "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



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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.

23. PROTEST PROCESS:

23.1. 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.

23.2. 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.

23.3. 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.

23.4. 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.

23.5. 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.

23.6. 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



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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.

24. 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, 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.

25. 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.

26. 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.



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27. 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 the QVL 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 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.



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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.

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 – SCOPE OF WORK

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1. BACKGROUND:

Head Start programs prepare America's most vulnerable young children to succeed in school and in life beyond school. To achieve this, Head Start programs deliver services to children and families in core areas of early learning, health, and family well-being while engaging parents as partners every step of the way.

Head Start encompasses Head Start preschool programs, which primarily serve 3 and 4-year old children, and Early Head Start programs for infants, toddlers, and pregnant women. Head Start services are delivered throughout the City of Phoenix which tailor the federal program to the local needs of families in our service area. The City of Phoenix Head Start Birth to Five Program services 3,451 children in total in three service areas.

The program has an emphasis on promoting school readiness through early learning opportunities; family engagement and support; and health services. All services promote strong child outcomes in the areas of social and emotional development, language, cognitive, early reading, science, math and physical development.

The Head Start Birth to Five Program has an ongoing need to provide information and professional development opportunities for parents, staff and community partners through professional speakers and trainers.

2. OBJECTIVE:

Excellence in Early Childhood Education (ECE) programs is built on a workforce that promotes continuous program improvement. Professional development is a cornerstone of this process.

The City of Phoenix Head Start Birth to Five Program seeks speakers and trainers to share leading-edge ideas, inspire enlightening discussions and engage our parents and staff through adult learning styles including multiple modalities and varying learning formats.

This Qualified Vendor List is meant to identify highly qualified professionals with content area of expertise to provide information or skill development that may lead to behavioral changes in the families, community partners, and/or staff members.

3. DEFINITIONS:

Professional Development includes multiple formats for gaining new knowledge, skills, and abilities, along with experience and competencies that relate to one's profession, job responsibilities, or work environment.

Informational Sessions describe a session of two hours or less that is meant to transfer information and not expected to lead to significant behavioral changes.



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Staff members include administrators, supervisors, caseworkers, teachers, teacher assistants, program assistants (teacher coaches/monitors) and clerical staff.

4. LOCATION OF WORK:

All professional development will take place in Phoenix, Arizona. The physical locations will vary. Some of the physical locations will be at a City of Phoenix building, contractor facilities, or at a conference event facility.

5. HOURS OF SERVICE AND LENGTH OF PRESENTATIONS:

The hours of service will vary. While many professional development opportunities will happen between 8 a.m. to 5 p.m. Monday through Friday, the Head Start Program may also offer professional development opportunities after work hours to accommodate working families. In such cases, professional development may take place between 5 p.m. to 9 p.m. and on Saturday between 8 a.m. to 5 p.m.

Presentation and engagement hours will vary based on need and appropriateness due to depth of the content. Contractors will be selected to present and/or facilitate learning for varying timeframes. For example, a two-hour session or multiple two-hour sessions equaling six hours per day could be requested. All opportunities must include time for a question-and-answer period (about 10-15 minutes).

Professional development opportunities that extend beyond shorter informational sessions are expected to include varying learning strategies and adhere to adult learning styles meant to engage learners in deeper learning that potentially will lead to behavioral change. Professional development may be delivered in different formats depending on topic (i.e. key-note sessions, workshops, seminars, informational presentations and Q & A sessions).

The number of participants in the professional development opportunities will vary based on the event but range typically from 10 to 1000 people. The latter would only be in cases when the presenter will be the keynote speaker.

6. SUPPLIES AND EQUIPMENT:

If the professional development opportunity requires handouts or PowerPoint presentations, the presenter can email the City two weeks prior to the event to request copies for the audience. Prior to the event, the City will provide a checklist asking the presenter what equipment will be needed. Upon request, the City will be able to provide basic technology such as computer access; projection camera; chart paper, basic office supplies and in some cases access to the internet.



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7. PROFESSIONAL DEVELOPMENT CONTENT AREAS AND DESCRIPTIONS:

Content areas of expertise for family training may include the following:

- Budgeting/Fiscal Management
- Child Brain Development
- Child Safety at Home and in the Classroom
- Early Childhood Development/Developmentally Appropriate Practices
- Elements of School Readiness
- Emotional/Mental Wellness
- Family Engagement/Fatherhood Engagement
- Healthy Habits (Proper Nutrition and Physical Health)
- Healthy Parent and Child Relationships
- Leadership and Child/Family Advocacy
- Positive Behavior
- Self-Esteem
- Social and Emotional Development
- Supporting Children’s Learning at Home
- Trauma Informed Care
- Understanding Child Assessment

Content areas of expertise for staff training may include the following:

- Adult Learning Styles
- Child Brain Research
- Community Partnerships
- Creating Effective Professional Development
- Early Childhood Development
- Emotional Intelligence
- Family Development Credential
- Family Engagement/Fatherhood Engagement
- Head Start Performance Standards
- Implementation Science
- Leadership Development
- Reflective Supervision/Practices
- Results Based Leadership
- School Readiness
- Social and Emotional Development
- Using and Analyzing Data
- Curriculum Implementation
- Coaching Practices
- Teacher and Child Interactions
- Intentional Teaching



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Participants attending the professional development should benefit by:

- Applying the Knowledge and Information Gained from the Professional Development to their Work
- Identifying Improvements in Practice that Lead to Outcomes
- Extending the Thinking Related to the Discourse
- Discovering Innovative Concepts for Implementation
- Identifying Collaborative Opportunities with Other Groups and Professions
- Networking, Learning and Sharing from Peers and Colleagues
- Gaining Insight from Qualitative and Quantitative Research
- Linking their Work to Measurable Positive Outcomes

8. CONTRACTOR REQUIREMENTS AND QUALIFICATIONS:

The Contractor shall meet the following requirements for presenters in accordance with Arizona Early Childhood Workforce Registry:

- Hold a professional license, certificate, credential, degree in their area of expertise, or authored a publication;
- Minimum of five years of experience in the specialty area; and
- Provide a minimum of 1 professional development event or 5 hours of technical assistance each year for 3 years.

9. CONTRACTOR RESPONSIBILITIES:

The Contractor shall:

- Provide high quality educational presentations.
- Engage attendees through audience participation and discussion.
- Coordinate with the City regarding any special equipment needs.
- Provide a picture, topic summary, top three takeaways and biography for marketing purposes after award of contract.

10. CITY OF PHOENIX RESPONSIBILITIES:

The City shall:

- Assign a point of contact for trainings and conferences.
- Choose an appropriate Contractor based upon price and availability.
- Request quotes from one or more Contractors on the QVL for each individual event. Contractors will be notified a minimum of 14 calendar days prior to an event, but in rare instances, such as short notice events, Contractors may be contacted less than 14 calendar days prior to the event. The Contractor reserves the right to decline a request for services.
- Execute a Letter of Agreement for each individual event.



**SECTION III
INSURANCE REQUIREMENTS**

CITY OF PHOENIX

1. GENERAL REQUIREMENTS:

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

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

1.1. MINIMUM SCOPE AND LIMITS OF INSURANCE:

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

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

1.1.2. Automobile Liability

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

| | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

The policy must be endorsed to include the following additional insured language “The City of Phoenix is named as an additional insured with



SECTION III INSURANCE REQUIREMENTS

CITY OF PHOENIX

respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”

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

2. ADDITIONAL INSURANCE REQUIREMENTS:

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

- 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 Contractor even if those limits of liability are in excess of those required by this Contract.
- The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

3. NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed to: (hsdprocurement@phoenix.gov).

4. 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 Contractor from potential insurer insolvency.



SECTION III INSURANCE REQUIREMENTS

CITY OF PHOENIX

5. VERIFICATION OF COVERAGE:

The Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of Contract.

All certificates required by this Contract must be sent directly to: *(hsdprocurement@phoenix.gov)*. The City project description ***Head Start Professional Development Training 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 Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

6. SUBCONTRACTORS:

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

7. APPROVAL:

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



**SECTION IV
DRAFT LETTER OF AGREEMENT**

CITY OF PHOENIX

attached on following page

Ms./Mr. [Insert individual's name if applicable]
[Insert company name]
[Insert address]

Re: Letter of Agreement for Presenter at:
NAME OF EVENT
ADDRESS
DATE

Dear Mr./Ms. [Insert name]:

This letter of agreement ("Agreement") is entered by and between the City of Phoenix ("City") and [Insert legal name of company] ("Contractor"), effective on the date of the last signature below to authorize payment for the services described in Attachment A.

Payment and Term

In consideration of the performance of services described in Attachment A, the City will pay Contractor an amount not to exceed [Insert dollar amount in text] (\$ [Insert numeric amount to be paid]). All services set forth in Attachment A will be completed by [Insert date], unless this time is extended in writing by the City.

Contractor is responsible for making their own travel and lodging arrangements, which will not be reimbursed.

The City will pay Contractor only upon completion of all services as specified in Attachment A and after receipt of an invoice by the City. The City agrees to pay Contractor within sixty (60) days after receipt of the invoice.

If the Contractor does not appear or perform to the terms of this Agreement, then the Contractor will be responsible for the payment of all damages, costs and expenses that were brought upon the City due to the Contractor's failure to appear for the presentation. Also, the City will not be responsible for any payment if the Contractor fails to give the presentation due to conditions that are beyond the control of the Contractor, for example medical disability and or an act of God that is outside of the Contractor's control.

PROFESSIONAL COMPETENCY

Contractor represents that it is familiar with the nature and extent of this Agreement, the services to be performed in Attachment A, and any conditions that may affect its performance. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services. Contractor agrees that the services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions.

LICENSE

Contractor grants the City a royalty-free license to use, record, reproduce and distribute the presentation (including all handouts and visual presentations) in regard to the Conference. The City has the right to simulcast or to produce a delayed broadcast of the Contractor's presentation through a closed circuit or public television / radio or commercial cable television. This license will be non-exclusive, and the presentation copyright will belong to the Contractor.

Or

If the City does record the Contractor's presentation a copy of the recording will be given to the Contractor approximately thirty days following the presentation. Copies of the recording of the Contractor's presentation may be maintained by the City for the sole use of its employees. The Contractor grants the City the right to maintain copies of the presentation and to use such copies for internal viewing purposes only.

Or

No other audio taping or video taping of the Contractor's presentation will be permitted without prior authorization by the Contractor.

The City will provide the Contractor a suitable area near the presentation for the Contractor to display and sell books and other educational material that is produced by the Contractor.

PRESENTATION

Contractor affirms to the City that its presentation does not violate any proprietary or personal rights of others (including any copyright, trademark and privacy rights), and contains nothing defamatory or otherwise unlawful.

AUTHORITY

Contractor has the full authority to enter into this agreement and have obtained all necessary permissions or licenses from any individuals or organizations whose material is included or used in the presentation. Contractor authorizes the City to use Contractor's name, photo, and biographical data in connection with the use and promotion of the program.

EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal City 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 agree that no individual performing under this Agreement on behalf of Contractor 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. Contractor 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 individual and will save and hold harmless the City with respect thereto.

INDEMNIFICATION OF CITY

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

INSURANCE

Consultant and subcontractors must deliver to the City, prior to commencement of the Services provided under this Agreement, a certificate of insurance acceptable to the City in the amounts and form specified in Attachment B. Failure of Consultant and subcontractors to maintain insurance during the term of the Agreement, including renewal options, is a material breach and may result in immediate termination of this Agreement without notice. Insurance requirements are subject to periodic review and adjustment by the City.

TERMINATION

City may terminate this Agreement, without cause, upon fourteen days prior written notice. No payment will be made for loss of anticipated profits or unperformed services.

GOVERNING LAW/VENUE

This Agreement will be construed in accordance with the laws of the State of Arizona. Any judicial enforcement of the terms and conditions of this Agreement will be in a court of competent jurisdiction in Maricopa County, Arizona.

COMPLIANCE WITH LAWS; ADDITIONAL REQUIREMENTS

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.

EQUAL EMPLOYMENT OPPORTUNITY AND PAY

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

For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor

otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be 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. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

For a Contractor with more than 35 employees: Contractor in performing under this Agreement will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action will include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be 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. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee. The supplier/lessee 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.

LEGAL WORKER REQUIREMENTS

The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

- i. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

- ii. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
- iii. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

CONFLICT OF INTEREST

All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

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

CONFIDENTIALITY AND DATA SECURITY

All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City, the Contractor will not disclose data generated in the performance of the service to any third person.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and subject to Payment Card Industry Standards, if applicable. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section will survive the termination of this Agreement.

SIGNATURES ON FOLLOWING PAGE

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

By: _____
Marchelle F. Franklin
Human Services Director

Date: _____

ATTEST:

City Clerk

This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

[Insert Legal Name of Contractor]

By: _____
[Type Name of Signatory]
[Type Title of Signatory]

Date: _____



ATTACHMENT A – SCOPE OF WORK

DRAFT



ATTACHMENT B – INSURANCE

1. GENERAL REQUIREMENTS:

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

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

1.1. MINIMUM SCOPE AND LIMITS OF INSURANCE:

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

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

1.1.2. Automobile Liability

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

| | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

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

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

2. ADDITIONAL INSURANCE REQUIREMENTS:

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

- 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 Contractor even if those limits of liability are in excess of those required by this Contract.
- The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

3. NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed to: ***(hsdprocurement@phoenix.gov)***.

4. 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 Contractor from potential insurer insolvency.

5. VERIFICATION OF COVERAGE:

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

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

All certificates required by this Contract must be sent directly to: **(hsdprocurement@phoenix.gov)**. The City project description **Head Start Professional Development Training 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 Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

6. SUBCONTRACTORS:

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

7. APPROVAL:

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



**SECTION V
SUPPLEMENTAL TERMS AND CONDITIONS**

CITY OF PHOENIX

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 Contractor 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:

Contractor agrees that all Contractor and subcontractor workers (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. 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 Contractor to incur additional contract costs to obtain background screens or badges.

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

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, Contractor will defend, indemnify and hold harmless the City for all



**SECTION V
SUPPLEMENTAL TERMS AND CONDITIONS**

CITY OF PHOENIX

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

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

4. BACKGROUND SCREENING – STANDARD RISK:

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

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

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

4.3. Requirements: The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

4.4. Contractor Certification; City Approval of Standard Risk Background Screening: Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- Determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- Reviewing the results of the background check every five years; and
- To engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,



**SECTION V
SUPPLEMENTAL TERMS AND CONDITIONS**

CITY OF PHOENIX

- Submitting the list of qualified Contract Workers to the Human Services Department; and,
- For sole proprietors, the Contractor 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, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.
- By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the standard risk background screening, and verified legal worker status, as required.

5. NON-ASSIGNABILITY:

This Agreement is in the nature of a personal services agreement and Contractor 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:

Contractor 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 Contractor 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 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," Contractor 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.



**SECTION V
SUPPLEMENTAL TERMS AND CONDITIONS**

CITY OF PHOENIX

8. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

Applicable to all contracts in excess of \$150,000. Contractor 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 Contractor 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:

Contractor 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.

11. COMPETITIVE BIDDING:

If the purchase of supplies and equipment has been authorized in this Agreement, the Contractor 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 Contractor shall expend City funds in a manner that would serve the public interest and honor the public trust.

12. ACCOUNTING:

Contractor'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. Contractor shall maintain separate accounts for City funds awarded under this Agreement.



**SECTION V
SUPPLEMENTAL TERMS AND CONDITIONS**

CITY OF PHOENIX

13. ALLOWABLE COSTS:

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

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.

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, Contractor certifies, to the best of Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, if the City finds that the price was increased because the cost or pricing data furnished by Contractor was inaccurate, incomplete or not current as of the date of certification, the City will readjust the price to exclude any significant amount. Such adjustment by the City may include overhead, profit or fees. When the Agreement rates are set by law or regulation, the certifying of cost or pricing data does not apply.



SECTION VI – 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. OFFER SUBMITTAL FORMAT:

The written Offer should be:

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



SECTION VI – SUBMITTALS

CITY OF PHOENIX

- Tab 1 Cover Letter**
- Tab 2 Experience and Qualifications**
- Tab 3 Personnel and Staffing**
- Tab 4 Session Description**
- Tab 5 Other Required Submittals (Attachments A-G)**
- Tab 6 Signed Addenda, if applicable**

- 4. CONTENT OF OFFER:** The Offer should be clear, concise and demonstrate your ability to provide the services. The Offer must include the following and be submitted according to the sequence below:

4.1. Tab 1 – Cover Letter

Provide a narrative response which introduces your company and highlights its special strengths to perform the services requested in this RFQu.

4.2. Tab 2 – Experience and Qualifications

Provide a narrative response describing the qualifications to perform the services, including past experience. Provide a copy of professional license(s), certificate, credential, degree or publication verification. Provide documentation of one professional development event or five hours of technical assistance each year for the past three years.

4.3. Tab 3 – Personnel and Staffing

Provide names and resumes of proposed staff and include the training topic(s) they will teach.

4.4. Tab 4 – Session Description

Provide a description of the training sessions/topics and include: Measurable Outcomes, Process Improvements, Unique Information, Tools/Takeaways, and Attendee Involvement.

4.5. Tab 5 – Other Required Submittals

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

- Attachment A – Offer Form
- Attachment B – Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- Attachment C – Confidential Information
- Attachment D – Solicitation Conflict & Transparency Disclosure Form
- Attachment E – Authority to Sign
- Attachment F – References
- Attachment G – Assurances



SECTION VI – SUBMITTALS

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4.6. Tab 6 – Signed Addenda

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