



**CITY OF PHOENIX**  
Neighborhood Services Departments

**REQUEST FOR QUALIFICATIONS (RFQu)**  
NSD-RFQu-24-005

**COST ESTIMATING ON-CALL SERVICES**

**PROCUREMENT OFFICER**  
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Phoenix, AZ 85003

602-534-4444

[nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov)

Date posted on website (issue Date): April 17, 2024

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## SOLICITATION RESPONSE CHECKLIST

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### 1. SOLICITATION RESPONSE CHECKLIST

**1.1 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 IV, Item 2.
- Attachments 1-7 have been completed and/or signed and included with the offer.
- Provided the offer content as outlined in Section IV, Item 3.
- Reviewed the insurance requirements for compliance. See Letter of Agreement in Section III, Exhibit B.
- Included signed Solicitation Addenda(s), if applicable.
- Offer signed by an authorized signatory of your organization.
- Reviewed the Letter of Agreement, and Exhibits A-B, in Section III.

**1.2 Submit 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**

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**SECTION I – INSTRUCTIONS**

**1. DESCRIPTION – STATEMENT OF NEED**

The City of Phoenix (City), Neighborhood Services Department is seeking offers from qualified firms to provide on-call cost estimating services for the City of Phoenix Neighborhood Services Department. Offeror’s to submit a Statement of Qualifications (SOQ) for the purpose of establishing a Qualified Vendors List (QVL) with experienced professionals that have a proven track record of providing cost estimating services. The QVL will be for a five (5) year period with the initial period of two years and three (3) one-year options to extend commencing on or about July 1, 2024, in accordance with the specifications and provisions contained herein.

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

1.2. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised as set forth above, or termination pursuant to the provisions of this Agreement.

**2. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION**

Offerors 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.

**3. SCHEDULE OF EVENTS**

| <b>ACTIVITY<br/>(All times are local Phoenix time)</b> | <b>DATE</b>  |
|--|--|
| Issue RFQu   | Wednesday, April 17, 2024  |
| Written Inquiries Due                                  | Wednesday, April 24, 2024, by 2:00 p.m.<br>Email to: <a href="mailto:nsd.procurement@phoenix.gov">nsd.procurement@phoenix.gov</a>  |
| Addendum & Q&A Published                               | Wednesday, April 29, 2024, @ 5:00 p.m.   |
| Offer Due Date and Time                                | <b>Wednesday, May 8, 2024, by 2:00 PM</b><br><ul style="list-style-type: none"> <li>Bids must be submitted electronically via email to: <a href="mailto:nsd.procurement@phoenix.gov">nsd.procurement@phoenix.gov</a></li> <li>Enter the solicitation number and solicitation title on the subject line of the email when submitting your bid.</li> </ul> |
| Contract Start   | Monday, July 1, 2024   |

***The City reserves the right to change dates and/or locations as necessary.***



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### 4. QVL TERM AND CONTRACTUAL RELATIONSHIP

Offerors are responsible for reading the Letter of Agreement (Section III) 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 Agreement. The City intends to maintain this QVL through June 30, 2029. However, there is no guarantee that an Offeror placed on the QVL will be hired during the term of the QVL. Notwithstanding the foregoing, the QVL will terminate upon the earliest occurrence of any of the following:

- 4.1. Reaching the end of the QVL term and any extensions;
- 4.2. Completing the services set forth in the Scope of Work (the “Services”);
- 4.3. Termination pursuant to the provisions of the Agreement.

### 5. SCOPE OF WORK

Offeror will provide Cost Estimating On-Call Services that will be in accordance with the Scope of Work as set forth in *Section II – Scope of Work*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. The successful offeror will be expected to have local staff available to conduct site visits and, as needed, in-person project meetings and agency file reviews.

### 6. PREPARATION OF OFFER

- 6.1. All forms provided in the Submittal -Section III must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 6.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.
- 6.3. All time periods stated as a number of days will be calendar days.
- 6.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear by sending an email to [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov) by the written inquires due date listed in the Schedule of Events. Offerors are 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:
  - 6.4.1. Consider applicable laws and/or economic conditions that may affect progress, performance, or furnishing of the products or services.
  - 6.4.2. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.



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- 6.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- 6.4.4. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 6.4.5. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

### 7. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

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

### 8. EXCEPTIONS

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

### 9. INQUIRIES

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer at [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov) and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

- 9.1. No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff or City Council from date of distribution of this solicitation until after City Council awards the contract.



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- 9.2. **All questions concerning or issues related to this solicitation must be presented in writing.** The Procurement Officer will answer written inquiries in an addendum and publish the addendum on **solicitations.phoenix.gov**.

### 10. ADDENDA

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

### 11. 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.

### 12. LICENSES

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.

### 13. CERTIFICATION

By signature in the offer section of the Offer Form, Offeror certifies:

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

13.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.

14.3. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

### 14. SUBMISSION OF OFFER

14.1. 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.

14.2. Please submit your Offer electronically via email to [nsd.procurement@phoenix.gov](mailto:nsd.procurement@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 listed in the Schedule of Events.



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14.3. Offers must be submitted electronically via email. The following information should be noted on the subject line of the email:

- Solicitation Number: NSD-24-005
- Solicitation Title: Cost Estimating On-Call Services

14.4. 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.

14.5. All offers must be completed in ink or typewritten.

### 15. WITHDRAWAL OF OFFER

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

### 16. 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.

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

### 17. PRE-AWARD QUALIFICATIONS

Offerors Statement of Qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes. Offeror must demonstrate:

- 17.1. Minimum of ten (10) years' experience with cost-based estimating, along with a knowledge of methods used in estimating.
- 17.2. Firms must have a minimum of three (3) cost estimating professionals, who have demonstrated experience performing cost estimating in a variety of areas.
- 17.3. Proficiency in cost estimation software platforms.





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17.4. Experience with identifying, assessing, and pricing risk.

17.5. Experience working with owners, designers, and contractors, serving as an Independent Cost Estimator.

Each Offeror must demonstrate these minimum qualifications in its submittal, or its submission will be disqualified as non-responsive. Offeror may not use a subcontractor's experience to meet the minimum qualification.

### 18. AWARD OF CONTRACT

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

Factors that may be considered by the City include:

- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts;
- Cost;
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
- Vendor history of complaints and termination for convenience or cause, litigation, or lawsuits.

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 Deputy Finance Director or Department Director. A contract has its inception in the award, which may eliminate a formal signing of a separate contract.

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

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



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### 20. SOLICITATION TRANSPARENCY POLICY

- 20.1. 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.
- 20.2. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation.
- 20.3. Offerors may discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 20.4. With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 20.5. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS 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.
- 20.6. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected, and the solicitation is 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.



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### 21. PROTEST PROCESS

- 21.1. 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.
- 21.2. 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.
- 21.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days (7) of the date the Offeror was notified of the adverse determination.
- 21.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 21.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
  - 21.5.1. Identification of the solicitation number;
  - 21.5.2. The name, address, and telephone number of the protester;
  - 21.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - 21.5.4. The form of relief requested; and
  - 21.5.5. The signature of the protester or its authorized representative.
- 21.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.



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### **22. PUBLIC RECORD**

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

### **23. 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 based on the time stamp of the email, keep the Offer and notify the Offeror that its Offer was disqualified for being late.

### **24. RIGHT TO DISQUALIFY**

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

### **25. 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.



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### 26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

- 26.1. Offers will be reviewed for documentation of qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 26.2. 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.
- 26.3. 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.
- 26.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, financial ability, and facilities for conducting the work to be performed.
- 26.5. The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 26.6. The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

### 27. OFFERS NOT WITHIN THE COMPETITIVE RANGE

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

### 28. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

- 28.1. 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



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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.

- 28.2. 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).
- 28.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 28.4. 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. **INTRODUCTION**

The City of Phoenix requires a Consultant(s) to perform cost estimating service projects for the Neighborhood Services Department on an as-needed basis. These projects may involve new construction or renovation of limited commercial, multi-family and single-family structures. The services may involve multiple grants, program projects, infill, or infrastructure projects. The selected Consultant(s) agrees to provide all the necessary expertise and services to professionally and diligently perform the work authorized by the City of Phoenix.

### 2. **BACKGROUND**

- a. The Consultant(s) provides cost estimation services on various projects in locations throughout the city of Phoenix on an as-needed basis.
- b. The Consultant(s) may be called upon to provide services that could include but are not limited to, a full range of cost estimating services, bid evaluation, special cost reports, cost benefit analyses, value engineering and claims analyses, cost updates, construction valuation studies, scope and schedule reviews, change order review, plan review, on-site inspection, and other miscellaneous services.
- c. The project scope, including the number of line items, will vary from project to project.

### 3. **CONTRACTOR PROVIDED SERVICES**

**The Consultant shall, but is not limited to do the following:**

- a. Communicate as necessary with City of Phoenix employees regarding each work request.
- b. Participate in meetings with the City of Phoenix, as needed and directed, to perform the work.
- c. Provide a clear, professional level review of all deliverables to ensure quality, technical accuracy, and the timely conveyance of documents furnished/prepared by the selected Consultant(s)/Personnel under this agreement.
- d. Acknowledge receipt of documents received from the City and provide an estimated time frame for the completed request within 24-hours or one (1) business days of the date request was sent.
- e. Following the City's review of the furnished/prepared documents, the Consultant shall, without additional compensation, correct or revise any errors in its documents or other services within four (4) business days.
- f. Without additional compensation, Consultant(s) shall re-evaluate line items outside cost reasonable range, based on additional information provided in support of overage justification, within three to five (3-5) days of original report.
- g. Develop cost estimates based upon City provided scope of work.



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- h. Review capital improvement costs, at the request of the City, in the event of unforeseen events such as dispute over time delays, cost overruns, or materials and/or services outside of the scope of work.
- i. Review construction schedule, as needed in the event of unforeseen events such as dispute over time delays, cost overruns, or materials and/or service outside the scope of work.
- j. Provide construction valuation studies.
  - i. Produce life cycle cost analyses.
  - ii. Provide other related services.

Work requests shall be provided by email, issued by the City of Phoenix subject to the provisions of the contract resulting from this procurement, including any additional provisions specified in the request regarding schedule and key personnel.

#### 4. **PRICE**

**All prices submitted will be firm and fixed for the initial two years (2) of the contract period.** Thereafter, price adjustments will be considered annually provided the adjustments are submitted in writing thirty (30) calendar days in advance of requested adjustment. Price increase requests must be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests will be sent to the Procurement Officer and should reference the solicitation or contract number. Price increases agreed to by any staff other than the Department Director or its designee are invalid. The Contractor acknowledges and agrees that it will repay all monies paid as a result of a requested price increase that were received prior to the City's written acceptance of the increase. Price increases are not valid unless specifically approved in writing by the Department Director.





## SECTION III – LETTER OF AGREEMENT

CITY OF PHOENIX



**NEIGHBORHOOD  
SERVICES  
DEPARTMENT**

*To Preserve, Enhance & Engage Phoenix Neighborhoods*



Ms./Mr. [\[Insert individual's name if applicable\]](#)  
[\[Insert company name\]](#)  
[\[Insert address\]](#)

Re: Letter of Agreement for Cost Estimating Services for:  
[\[Department Name\]](#)  
[\[Name of Application/Project\]](#)

Dear Ms./Mr. [\[Insert name\]](#):

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 Exhibit A.

### Payment and Term

In consideration of the performance of services described in Exhibit 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 Exhibit A will be completed by [\[Insert date\]](#), unless this time is extended in writing by the City.

The City will pay Contractor upon completion of all services as specified in Exhibit A and after receipt of an invoice by the City. The City agrees to pay Contractor within forty-five days after approval of the invoice.

### Professional Competency

Contractor represents that it is familiar with the nature and extent of this Agreement, the services to be performed in Exhibit 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.



## SECTION III – LETTER OF AGREEMENT

CITY OF PHOENIX

### Employment Disclaimer

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 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.

### Insurance

Contractor 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 Exhibit B. Failure of Contractor 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.

### Background Checks

Contractor will comply with the background check requirements set forth in Exhibit C.

### Termination

City may terminate this Agreement, without cause, upon thirty days prior written notice and will pay Contractor the prorated amount for services rendered as of the date of the notice of termination. 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.

### Discrimination Prohibited

Contractor agrees to abide by the provisions regarding discrimination in the Phoenix City Code Chapter 18, Article V as amended.

### Compliance with Laws; Additional Requirements

Contractor must comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. This Agreement is subject to the additional requirements as set forth in Exhibit D, attached and incorporated by reference.



**SECTION III – LETTER OF AGREEMENT**

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**APPROVALS**

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

CITY OF PHOENIX, a municipal corporation  
Jeffrey Barton, City Manager

By: \_\_\_\_\_  
Spencer J. Self  
Neighborhood Services Director

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
Julie M. Kriegh, City Attorney

By: \_\_\_\_\_  
Paul Li  
Assistant Chief Counsel

[Insert Legal Name of Contractor]

By: \_\_\_\_\_  
[Type Name of Signatory]  
[Type Title of Signatory]

Date: \_\_\_\_\_



**SECTION III – LETTER OF AGREEMENT**

**CITY OF PHOENIX**

**EXHIBIT A  
SCOPE OF WORK**

[to be inserted prior to contract execution.]



**EXHIBIT B  
INSURANCE AND INDEMNIFICATION REQUIREMENTS**

**1. DEFENSE AND INDEMNIFICATION**

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 or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

**2. INSURANCE REQUIREMENTS**

The City in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**2.1. CONTRACTOR’S INSURANCE**

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



## SECTION III – LETTER OF AGREEMENT

CITY OF PHOENIX

The City in no way warrants that the 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 Contractor may purchase additional insurance as they determine necessary.

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

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

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

- a. The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Agreement.
- b. There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- c. City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- d. The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.



**SECTION III – LETTER OF AGREEMENT**

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**2.2.2. Automobile Liability**

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

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

- a. The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, relating to this Agreement.
- b. City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- c. The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

**2.2.3. Worker’s Compensation and Employers’ Liability**

|                         |             |
|-------------------------|-------------|
| Workers’ Compensation   | Statutory   |
| Employers’ Liability:   |             |
| Each Accident           | \$500,000   |
| Disease – Each Employee | \$500,000   |
| Disease – Policy Limit  | \$1,000,000 |

- 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.

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

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

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.

Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

**2.3. NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the **City of Phoenix Department information to be inserted prior to contract execution** and shall be sent by certified mail, return receipt requested.



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**2.4. 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 required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

All certificates and 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 **City of Phoenix attention to the Neighborhood Services Department at, [NSD.Procurement@phoenix.Gov](mailto:NSD.Procurement@phoenix.Gov)**. The City **project/contract number and project description must be noted on the certificate of insurance**. The City reserves the right to review complete 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.**





**EXHIBIT C  
BACKGROUND SCREENING REQUIREMENTS**

**1. BACKGROUND SCREENING:**

Contractor agrees that all Contractor and subcontractors' 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.

**1.1. 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.

**1.2. 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.

**1.3. 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 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.

**1.4. 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.



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### 2. BACKGROUND SCREENING – STANDARD RISK:

- 2.1. Determined Risk Level:** The current risk level and background screening required is **STANDARD RISK LEVEL**
- 2.2. 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.
- 2.3. 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.
- 2.4. Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, 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,
  - for 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,
  - Submitting the list of qualified Contract Workers to the contracting department.
  - 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 contract 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. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.



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**EXHIBIT D  
APPLICABLE FUNDING SOURCE  
SUPPLEMENTAL TERMS AND CONDITIONS**

[to be inserted prior to contract execution.]

Will consist of one of the following, at a minimum:

- D-1 - Emergency Solutions Grant Supplemental Terms and Conditions
- D-2 - Community Development Block Supplemental Terms and Conditions



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### EXHIBIT D-1 EMERGENCY SOLUTIONS GRANT SUPPLEMENTAL TERMS AND CONDITIONS

#### 1. PROCUREMENT OF RECOVERED MATERIALS

1.1 In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

1.2 Paragraph (a) of this clause will apply to items purchased under this Agreement where: (1) the Contractor purchases in excess of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

#### 2. DEBARMENT AND SUSPENSION

Contractor agrees to abide by Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 31 CFR Part 19. The City may, by giving written notice Contractor, immediately terminate this Agreement if the City determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Contractor will include a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180 and 31 CFR Part 19. Contractor agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, Contractor agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration (“GSA”).



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### **3. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:**

**3.1.** Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and labor surplus area firms, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include the following:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

### **4. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352)**

In all contracts in excess of \$100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. Each contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of



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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.

- c. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **5. NONDISCRIMINATION**

Contractor will carry out its responsibilities in compliance with the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (42 USC 2000d), as amended, the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 610107), and the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (19 USC 794) and the Americans with Disabilities Act, compliance with the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157), and compliance with 24 CFR § 5.105(a). If Contractor employs 15 or more employees, it will comply with the provisions of 24 CFR Part 8 that require Contractor to adopt a Section 504 grievance procedure, provide notice to its participants, applicants and employees, and perform an annual self-evaluation. Contractor will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required by Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

### **6. HATCH ACT**

Contractor will comply with the Hatch Act, 5 USC 1501-1508, and must ensure that no funds provided, nor personnel employed under this Agreement, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.

### **7. AWARD TERMS**

Contractor will comply with the ESG-CV award terms and conditions forth in the U.S. Department of Housing and Urban Development Award Terms and Conditions and Notice CPD-21-05 (April 14, 2021), attached hereto, and any applicable guidance that may be issued during the term of this subaward.

### **8. DRUG-FREE WORKPLACE ACT OF 1988**

The Contractor must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).



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

**9.1** In accordance with 41 U.S.C. 4712, Contractor may not discharge, demote, or otherwise discrimination against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

**9.2 The list of persons and entities referenced in the paragraph above includes the following:**

- (1) A member of Congress or a representative of a committee of Congress
- (2) An Inspector General;
- (3) The Government Accountability Office;
- (4) A federalemmployee responsible for contract or grant oversight or management;
- (5) An authorized official of the Department of Justice or other law enforcement agency;
- (6) A court or grand jury; or
- (7) A management official or other employee of the City, Contractor, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

### **10. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)**

If applicable, the Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Unique Entity Identifier (UEI) number. The Contractor will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

### **11. FEDERAL IMMIGRATION AND NATIONALITY ACT**

The Contractor/ shall comply with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees during the term of this Agreement. The Contractor shall maintain Employment Eligibility Verification Forms (1-9) as required by the U.S.



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Department of Labor. At the City's discretion, the City may request verification of compliance. If the Contractor does not comply with this requirement, the City retains the right to pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension and/or debarment of the Contractor. The Contractor shall bear all costs necessary to verify compliance.

### **12. ENERGY EFFICIENCY**

Contractor will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

### **13. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY**

**13.1** Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by Contractor shall constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and shall constitute sufficient reason for termination of this Agreement by the City.

**13.2** Prior to entering into and during the time period covered by this Agreement, Contractor shall disclose any information related to the preceding paragraph. This disclosure requirement shall also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section shall constitute a default.

### **14. PREFERENCE FOR DOMESTIC PROCUREMENT**

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

### **15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT**

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.





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### EXHIBIT D-2 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUPPLEMENTAL TERMS AND CONDITIONS

#### 1. POLITICAL ACTIVITIES:

The Contractor will not use Community Development Block Grant funds (“CDBG funds”) to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. The Contractor may, however, use a facility financed with CDBG funds on an incidental basis to permit political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

#### 2. DRUG-FREE WORKPLACE ACT OF 1988:

The Contractor must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

#### 3. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY:

3.1. Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City or other public entity by the Contractor will constitute an event of default or breach of this Agreement for purposes of Section 3, unless previously approved by the City in writing, and may constitute sufficient reasons for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

3.2. Prior to entering into this Agreement and during the time period covered by this Agreement, the Contractor will disclose any information related to the preceding paragraph. This will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

#### 4. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

4.1. Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and labor surplus area firms, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include the following:



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- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

### **5. ENERGY EFFICIENCY:**

Contractor will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

### **6. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):**

In all contracts in excess of \$100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

- 6.1.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 6.2.** Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.



## SECTION III – LETTER OF AGREEMENT

CITY OF PHOENIX

**6.3.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **7. PROCUREMENT OF RECOVERED MATERIALS:**

**7.1.** In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

**7.2.** Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

### **8. DEBARMENT AND SUSPENSION**

The Contractor agrees to abide by Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 2 CFR Part 2424. The City may, by giving written notice to the Contractor, immediately terminate this Agreement if the City determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The Contractor will include a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180 and 2 CFR Part 2424.



## SECTION III – LETTER OF AGREEMENT

CITY OF PHOENIX

The Contractor agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, the Contractor agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration (“GSA”).

### **9. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**

**9.1.** In accordance with 41 U.S.C. 4712, Contractor may not discharge, demote, or otherwise discrimination against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

**9.2.** The list of persons and entities referenced in the paragraph above includes the following:

- a. A member of Congress or a representative of a committee of Congress
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A federal employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; or
- g. A management official or other employee of the City, Contractor, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

### **10. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):**

If applicable, the Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Unique Entity Identifier (UEI) number. The Contractor will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2CFR part 170 Reporting Subaward and Executive Compensation Information.



## SECTION III – LETTER OF AGREEMENT

CITY OF PHOENIX

### **11. PREFERENCE FOR DOMESTIC PROCUREMENT**

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

### **12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT**

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.



## SECTION IV – SUBMITTALS

CITY OF PHOENIX

### SECTION IV – SUBMITTALS

#### 1. COPIES

- 1.1 **Please submit one (1) original of the Submittal Section and all other required documentation via email.** Submit each tabbed section in its own PDF file as outlined in Sections 2 and 3 below. **Do not submit one large PDF document of your submission.**
- 1.2 **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of sixty (60) calendar days from the offer opening date and is irrevocable unless it is in the City's best interest to do so.
- 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. The City's e-mail server size limit to receive e-mails is 150MB.

#### 2. OFFER SUBMITTAL FORMAT

The electronic offer should be:

- Typewritten or ink for ease of evaluation
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to **BIND YOUR FIRM** with the City;
- Submitted with a table of contents with the following major sections in separate PDF documents clearly labeled accordingly:

**Tab 1 Cover Letter**

**Tab 2 Table of Contents**

**Tab 3 Firm Qualifications**

**Tab 4 Qualifications and Experience of Key Personnel Regarding Cost Estimating Services**

**Tab 5 Cost Proposal**

**Tab 6 Overall Quality / Responsiveness/References**

**Tab 7 Other Required Submittals**

**Tab 8 Signed Addenda(s)**



## SECTION IV – SUBMITTALS

CITY OF PHOENIX

- 3. OFFER CONTENT:** 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:

**3.1 Tab 1 – Cover Letter**

In this Section, Offeror shall provide following information:

Question 1

A letter of introduction with a brief description of your firm, indicating the location of primary office for the performance of the services, the type of firm, areas of specialization, individual that serve as the contract point of contact, and any staff members who would participate in the cost estimating and report process.

Include a company name, a contact name and title, contact information, and any sub-contractors who would be used.

- a. A brief history, description of the entity/firm submitting the offer, and years in business.
- b. The name, title, telephone number and email address of the individual within your firm who will be the City’s primary contact concerning this RFQu/contract.
- c. The primary contacts name, title, telephone number and email address for each subcontractor who will perform work under this contract.
- d. Any additional information that would serve to distinguish the entity/firm from other entities/firms submitting offers.
- e. The cover letter must be signed by the individual(s) authorized to bind your firm contractually. Indicate the title or position that the signer holds within your firm. The City reserves the right to reject an offer that contains an unsigned cover letter.

Question 2

Certificate or copy of webpage from the Secretary of State, Arizona Corporation Commission, System for Award Management, business license, or any supporting documentation which shows your firm’s legal entity name and years in business.

**3.2 Tab 2 – Table of Contents**

**3.3 Tab 3 - Firm Qualifications**

In this Section, Offeror shall provide a narrative response that addresses the following key points:



## SECTION IV – SUBMITTALS

CITY OF PHOENIX

### Question 3

- a. Number of years and type of experience providing cost estimating services.
- b. Provide a description of your firm's organization, team makeup including subconsultants and the resumes of partners, principals, associates and other key staff proposed to provide services to the City and indicate how their skills and experience will be relevant to the project.

Question 4 Describe firm's experience and qualifications in cost estimating services. A detailed list of projects and dates of the projects should be included in response to Question 5 below.

### Question 5

Provide a detailed list of projects in the last two (2) years, specifying the contracting entity, start dates/ ending dates, funding source, type of review, federal agency oversight, etc..

### Question 6

Describe the Offeror's infrastructure and experience managing federal and local cost estimating services.

### Question 7

Describe, in detail, the process your firm will utilize to conduct the actual cost estimating services, including procedures, software and other specifics.

### **3.4 Tab 3 – Qualifications and Experience of Key Personnel Regarding Cost Estimating Services**

In this Section, Offeror shall provide a narrative response that addresses the following key points:

### Question 8

Provide qualifications, resumes, and highlight relevant experience of person(s) that will perform the cost estimating services detailed in Section II of this RFQu.

### Question 9

Knowledge and experience in cost estimating services requirements and guidelines, including related laws and authorities. Emphasis should be placed on local Phoenix experience.

### Question 10

Availability of local personnel to conduct the types of cost estimating services detailed in Section II of this RFQu.





## SECTION IV – SUBMITTALS

CITY OF PHOENIX

### 3.5 **Tab 4 – Cost Proposal**

In this Section, Offeror shall provide the following:

#### Question 11

On Attachment 7 provide a unit price for each cost estimating personnel listed, see Section II, Consultants Responsibilities in the Scope of Work.

In addition, on Attachment 7 provide flat rate pricing for projects with line items and 24-hour emergency turnaround Cost Estimating Services.

**NOTE: The proposed rates should not include taxes.** The City will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices. Additionally, rates will be initially effective for the first contract year. The successful Offerors will have an opportunity to request rates/unit price increases at the end of each contract year. Increases are subject to the City's approval.

### 3.6 **Tab 5 – Overall Quality / Responsiveness/References**

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

- a. References of completed projects that includes the name(s), phone numbers, location, and beginning & ending dates of the projects listed for reference.

### 3.7 **Tab 6 – Other Required Submittals**

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

- a. Attachment 1 – Payment Terms & Options
- b. Attachment 2 – Signed Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- c. Attachment 3 – Signed Confidential Information Form
- d. Attachment 4 – References (include dates)
- e. Attachment 5 – Signed Offer Form
- f. Attachment 6 – Signed Solicitation Conflict & Transparency Disclosure Form
- g. Attachment 7 – Cost Proposal

### 3.8 **Tab 7 – Signed Addenda(s)**

In this Section, Offeror must acknowledge receipt of all solicitation addenda(s) by signing and **submitting the entire addenda(s)** with the offer.



**ATTACHMENT 1  
PAYMENT TERMS & OPTIONS**

**CITY OF PHOENIX**

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

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



**ATTACHMENT 2  
CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

**CITY OF PHOENIX**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
INELIGIBILITY AND VOLUNTARY EXCLUSION:**

Offeror certifies, by submission of this Offer and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Offeror is unable to certify to any of the statements in this certification, such participant must attach an explanation to this solicitation.

OFFEROR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official:

---

Title of Authorized Official:

---

Date:

---



**ATTACHMENT 3  
CONFIDENTIAL INFORMATION FORM**

**CITY OF PHOENIX**

**CONFIDENTIAL INFORMATION FORM**

By checking this box, the Offeror acknowledges that they are not providing any information they declare to be confidential or proprietary.

If Offeror has submitted any information they declare to be confidential or proprietary, please describe below.

| Page Title | Confidentiality and Proprietary Information |
|------------|---|
|            |   |
|            |   |
|            |   |
|            |   |
|            |   |
|            |   |
|            |   |
|            |   |
|            |   |
|            |   |

**Note: use additional pages as necessary.**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date



**ATTACHMENT 4  
REFERENCES**

**CITY OF PHOENIX**

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

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

REFERENCE 4

Organization:

Address:

City:

State:

ZIP Code:

Contact:

Contact Title:

Contact Phone Number:

Contact Email Address:

Brief Description of Services Provided:

Dates of Service:



**ATTACHMENT 5  
OFFER FORM**

**CITY OF PHOENIX**

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

Arizona Sales Tax No. \_\_\_\_\_  
Use Tax No. for Out-of-State Suppliers \_\_\_\_\_  
City of Phoenix Sales Tax No. \_\_\_\_\_  
Arizona Corporation Commission File No. \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date

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

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

Address \_\_\_\_\_  
City, State and Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Company's Fax Number \_\_\_\_\_  
Company's Toll Free # \_\_\_\_\_  
Email Address \_\_\_\_\_



**ATTACHMENT 6  
SOLICITATION CONFLICT & TRANSPARENCY  
DISCLOSURE FORM**

**CITY OF PHOENIX**

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

|   |    |      |        |
|---|----|------|--------|
| 1. Name of person submitting this disclosure form.  |    |      |        |
|   |    |      |        |
| First   | MI | Last | Suffix |
| 2. Contract Information   |    |      |        |
| Solicitation # or Name: <b>NSD-RFQu-24-005 On-Call Estimating Services</b>  |    |      |        |
| 3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)   |    |      |        |
|   |    |      |        |
| 4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A. |    |      |        |
|   |    |      |        |
| 5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.   |    |      |        |
| <input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission.   |    |      |        |
| <input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:  |    |      |        |
|   |    |      |        |
| 6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.  |    |      |        |
|   |    |      |        |





**ATTACHMENT 6  
SOLICITATION CONFLICT & TRANSPARENCY  
DISCLOSURE FORM**

**CITY OF PHOENIX**

**7. Disclosure of conflict of interest:**

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

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

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

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

**8. Notice Regarding Prohibited Interest in Contracts**

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

A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

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

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

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

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



**ATTACHMENT 6  
SOLICITATION CONFLICT & TRANSPARENCY  
DISCLOSURE FORM**

**CITY OF PHOENIX**

**9. Acknowledgements**

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
  
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

**10. Fraud Prevention and Reporting Policy**

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

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

**OATH**

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

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

PRINT NAME

TITLE

SIGNATURE

DATE

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



**ATTACHMENT 7  
COST PROPOSAL**

**CITY OF PHOENIX**

**COST PROPOSAL**

**UNIT PRICING FOR KEY PERSONNEL:**

Provide a compensation schedule of proposed hourly rates for the below key personnel.

| TITLE/CLASSIFICATION          | UNIT PRICE  |
|-------------------------------|-------------|
| Principal / Project Executive | \$ _____/Hr |
| Project Director              | \$ _____/Hr |
| Senior Project Director       | \$ _____/Hr |
| Project Manager               | \$ _____/Hr |
| Senior Cost Estimator         | \$ _____/Hr |
| Cost Estimator                | \$ _____/Hr |
| Administrative Assistant      | \$ _____/Hr |

**Flat Rates for Scope of Work and Change Orders, plus the total of the Flat Rates for 24 Hour Emergency Turnaround Time.**

- a. **Column A:** Provide a compensation schedule of proposed flat rates for scopes of work and change orders per number of line items reviewed.
- b. **Column B:** Provide a compensation schedule of proposed flat rates for 24-hour emergency turnaround time.

| Scope of Work /<br>Change Order Assignments -<br>Number of line items will<br>vary per project | <u><b>COLUMN A</b></u><br><br>Flat Rate<br>Compensation<br>Schedule for<br>Scopes of Work<br>and Change Orders | <u><b>COLUMN B</b></u><br><br>Flat Rate<br>Compensation<br>Schedule for<br>24-Hour Emergency<br>Turnaround Time |
|--|--|---|
| 1 - 20 Line Items  | \$ _____   | \$ _____  |
| 20 - 40 Line Items   | \$ _____   | \$ _____  |
| 40 - 60 Line Items   | \$ _____   | \$ _____  |
| 60 - 80+ Line Items  | \$ _____   | \$ _____  |