



153293--0

**CITY OF PHOENIX  
FINANCE DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)  
RFQu 20-014**

**LIABILITY CLAIM ADJUSTMENT AND VEHICLE DAMAGE APPRAISAL SERVICES**

**PRE-OFFER CONFERENCE**

March 11, 2020 @ 1:00pm  
251 W Washington Street, 8<sup>th</sup> Fl (Room:854)  
Phoenix, AZ 85003

**DEADLINE FOR RECEIVING  
STATEMENT OF QUALIFICATIONS (SOQ)**  
March 20, 2020 by 2:00pm (local Phoenix time)  
251 W Washington Street, 8<sup>th</sup> Fl  
Phoenix, AZ 85003

**CONTACT PERSON**

Cesarina Rodriguez  
251 W Washington St., 8<sup>th</sup> Floor  
(602)262-7799  
cesarina.rodriguez@phoenix.gov  
**Date posted on website March 06, 2020**



**TABLE OF CONTENTS**

**CITY OF PHOENIX**

**SOLICITATION RESPONSE CHECK LIST..... 3**

**SECTION I – INSTRUCTIONS ..... 4**

**SECTION II – STANDARD TERMS AND CONDITIONS..... 14**

**SECTION III – SPECIAL TERMS & CONDITIONS ..... 28**

**SECTION IV – INSURANCE AND INDEMNIFICATION ..... 37**

**SECTION V – SCOPE ..... 41**

**SECTION VI – SUBMITTALS ..... 51**



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

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

### SOLICITATION RESPONSE CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

Mail the response timely – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



**SECTION I - INSTRUCTIONS**

**CITY OF PHOENIX**

**SECTION I – INSTRUCTIONS**

**1. DESCRIPTION – STATEMENT OF NEED:**

1.1. The City of Phoenix invites sealed offers for liability claim adjustment and vehicle damage appraisal services in accordance with the specifications and provisions contained herein for a five-year period commencing on or about June 01, 2020 or the “Effective Date” which is upon award by City Council, or upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

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

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

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

**3. SCHEDULE OF EVENTS:**

ACTIVITY (All times are local Phoenix time)	DATE and LOCATION
Solicitation Issue Date	<b>March 06, 2020</b>
Pre-Offer Conference	<b>March 11, 2020 @ 1:00PM</b> 251 W Washington Street, 8 <sup>th</sup> Fl Phoenix, AZ 85003 Room:854
Written Inquiries Due Date	<b>March 12, 2020</b>
<b>Offer Due Date</b>	<b>March 20, 2020 by 2:00PM</b> 251 W Washington Street, 8 <sup>th</sup> Fl Phoenix, AZ 85003

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

**4. PREPARATION OF OFFER:**

4.1. All forms provided in Submittal Section 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.





## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

- 4.2.** 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.
- 4.3.** All time periods stated as a number of days will be calendar days.
- 4.4.** It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
- 4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - 4.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
  - 4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
  - 4.4.4. 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.
  - 4.4.5. 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.
  - 4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
  - 4.4.7. Prices will be submitted on a per unit basis by line item, when



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

### 5. 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. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Finance Department, Procurement Division, 251 W Washington street, Phoenix, AZ. 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.

### 6. 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.

### 7. INQUIRIES:

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

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

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

### 8. 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.



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

### 9. 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.

### 10. 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.

### 11. CERTIFICATION:

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

- 11.1. The submission of the offer did not involve collusion or other anti-competitive practices.
- 11.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 11.3. 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.

### 12. SUBMISSION OF OFFER:

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 City Department's clock.

Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- 12.1. Offeror's Name
- 12.2. Offeror's Address (as shown on the Certification Page)
- 12.3. Solicitation Number
- 12.4. Solicitation Title
- 12.5. Offer Opening Date

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

### 13. 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.

### 14. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel 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 will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

### **15. 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; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record, including complaints and investigations; and,
- 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.

### **16. 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



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

Council of the City of Phoenix or any court.

### 17. SOLICITATION TRANSPARENCY POLICY:

- 17.1. 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.
- 17.2. 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.
- 17.3. 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.
- 17.4. 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.
- 17.5. 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.
- 17.6. "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,



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

as long as the City cancels with a statement that the City will rebid the solicitation.

### **18. PROTEST PROCESS:**

- 18.1. 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.
- 18.2. 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.
- 18.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 18.4. 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.
- 18.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
  - 18.5.1. Identification of the solicitation number;
  - 18.5.2. The name, address and telephone number of the protester;
  - 18.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
  - 18.5.4. The form of relief requested; and
  - 18.5.5. The signature of the protester or its authorized representative.
- 18.6. 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.





## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

Protests must be filed with the Procurement Officer.

### **19. 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.

### **20. LATE OFFERS:**

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

### **21. 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.

### **22. CONTRACT AWARD:**



## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

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.

### **23.DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**

23.1.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.

23.2.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.

23.3.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.

23.4.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.

23.5.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.

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





## SECTION I - INSTRUCTIONS

CITY OF PHOENIX

non-responsibility with respect to such Offeror.

### **24. OFFERS NOT WITHIN THE COMPETITIVE RANGE:**

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

### **25. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**

25.1. The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

25.2. 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).

25.3. 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.

25.4. 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 – STANDARD TERMS AND CONDITIONS**

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

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.

**Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.

**May:** Indicates something that is not mandatory but permissible.

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

“A.R.S.” Arizona Revised Statute

“Buyer” or “Procurement Officer” City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

“Days” Means calendar days unless otherwise specified.



## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

“Deputy Finance Director”	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Offer”	Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Offeror.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.

## 2. CONTRACT INTERPRETATION:

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



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



## SECTION II – STANDARD TERMS AND CONDITIONS CITY OF PHOENIX

dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

### **3. CONTRACT ADMINISTRATION AND OPERATION:**

**3.1. RECORDS:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

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

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

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



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

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





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

3.4.4 Monitoring: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

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

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

3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

**3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

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

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

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the



right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor’s facilities (during normal business hours).

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

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

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

- 3.8. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

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

**4. COSTS AND PAYMENTS:**

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





## SECTION II – STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX

exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.



**4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

**5. CONTRACT CHANGES:**

**5.1. CONTRACT AMENDMENTS:** Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

**5.2. ASSIGNMENT - DELEGATION:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

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

**6. RISK OF LOSS AND LIABILITY:**

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

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

**6.3. FORCE MAJEURE:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is



beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- 6.4. LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.
  
- 6.5. CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

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

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



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

**7. CITY'S CONTRACTUAL RIGHTS:**

- 7.1.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.



**7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.

**7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City’s request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are “works for hire” within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

## **8. CONTRACT TERMINATION:**

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

### **8.2. CONDITIONS AND CAUSES FOR TERMINATION:**

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

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

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;



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

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

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

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

**10. TAX INDEMNIFICATION:**

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





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

**11. TAX RESPONSIBILITY QUALIFICATION:**

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

**12. NO ISRAEL BOYCOTT:**

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

**SECTION III – SPECIAL TERMS & CONDITIONS**

- 1. PRICE:** All prices submitted shall be firm and fixed for the initial first year of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Deputy Finance Director or Department Director.

- 2. METHOD OF ORDERING:** Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
- 3. METHOD OF INVOICING:** Invoice must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:
  - City purchase order number or shopping cart number
  - Items listed individually by the written description and part number.
  - Unit price, extended and totaled.
  - Quantity ordered, back ordered, and shipped.
  - Applicable tax
  - Invoice number and date.
  - Delivery address.
  - Payment terms.
  - FOB terms.
  - Remit to address
- 5. METHOD OF PAYMENT:** Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.
- 6. PARTIAL PAYMENTS:** Partial payments are authorized on individual purchase orders. Payment will be made for actual goods and services received and accepted by the City.





7. **COOPERATIVE AGREEMENT:** The City reserves the right to use this contract Citywide – other departments may use this contract upon both parties signing an amendment. In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies of the State of Arizona.

A current listing of eligible entities may be found at [S.A.V.E. | Maricopa County, AZ](#) and then click on Contracts, “S.A.V.E.” listing and “ICPA”. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity

8. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at [www.phoenix.gov/procure](http://www.phoenix.gov/procure). If Contractor’s legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
9. **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.
10. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period,
11. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director or Department Director prior to the institution of the change.
12. **SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the



best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

13. **HOURS OF WORK:** All work under this contract shall be coordinated with the City's project manager. Any changes to the established schedule must have prior written approval by the City's project manager.
14. **POST AWARD CONFERENCE:** A post-award conference may be held by the Procurement Officer or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.
15. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.
16. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.
17. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
18. **LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
19. **MISCELLANEOUS FEES:** Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided in the bid price schedule.
20. **Labor rates** (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from "check-in" to "check-out" at the worksite.



21. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor’s lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
22. **CONTRACTOR ASSIGNMENTS:** The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.
23. **FINAL INSPECTION AND APPROVAL:** The Contractor will request the City’s project manager to conduct a site inspection after the project is complete. City’s project manager will prepare a “punch-list” during the inspection and will forward a copy to the Contractor.

After the “punch-list” items have been corrected, the Contractor will request a final inspection with the project manager. Final project approval is contingent upon the City project manager’s final inspection and written approval.

24. **SPECIFICATIONS:** The specifications and/or drawings associated with this project are intended to generally describe a complete installation. Any additional materials or labor required for the complete project as intended shall be provided by the Contractor, even if it has not been detailed in this document.
25. **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.

  - 25.1 **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.



25.2 **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.

25.3 **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.

25.4 **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.

**26. BACKGROUND SCREENING – STANDARD RISK:**

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

26.1. **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.



**26.2. 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.

**27. CONFIDENTIALITY AND DATA SECURITY:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not disclose data generated in the performance of the service to any third person without the prior written consent of the City Manager or his/her designee

Personal identifying information, financial account information, protected health information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.

When personal identifying information, financial account information, protected health information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed. Contractor must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal.





This includes implementing and monitoring compliance with policies and procedures that require the redaction, destruction, erasure, or other disposal of paper documents and electronic media containing personal identifying information, financial account information, protected health information, or restricted City information so that these types of information cannot practicably be read or reconstructed. Contractor will provide the City with its information security policies and procedures regarding the redaction, destruction, erasure, or other disposal of documents and information.

In the event that data collected or obtained by the Contractor in connection with this Agreement is suspected to have been compromised, Contractor shall notify the contracting City department immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, it will be the City, not the Contractor that will inform any and all individuals affected by any such breach. Only upon prior written consent of the City, or at the specific direction of the City, will the Contractor notify individuals affected by a breach or critical breach of the City's information.

Contractor agrees that the City may assess or test the security of any applications, web services, or computerized systems created or provided by the Contractor that process, store, or transmit City information. If the City finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web services, or computerized systems, the Contractor agrees to remediate the vulnerability at no cost to the City and within an agreed-upon timeframe not to exceed 90 days. To clarify, the Contractor must remediate found vulnerabilities in computerized systems they provide; Contractor is **not** liable for remediating any vulnerability found in the City's network or computing infrastructure used to support the applications, web services, or systems created or provided by the Contractor.

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501 — Notification of breach of security system; Arizona Revised Statutes §44-7601 — Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.

Contractor agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial



account information, protected health information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

By signing and entering this Agreement the Contractor specifically acknowledges that it is responsible for the security of cardholder data that Contractor possesses or otherwise stores, processes or transmits on behalf of the City. Additionally, as a requirement of this contract you must provide to the City a copy of your written Notice to customers that you are responsible for the security of cardholder data that you obtain and otherwise store, process or transmit.

Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

Contractor will maintain and implement policies and procedures to manage service providers with whom cardholder data is shared, as follows:

- Maintain a list of service providers or subcontractors.
- Report PCI DSS compliance status with annual attestation of compliance provided within 30 days of the annual Report of Compliance audit completion, or annual contract renewal date, whichever is sooner, to City that ensures Contractor and all subcontractors are PCI DSS 3.0 compliant and verified by a recognized third party certification.
- Maintain information about which PCI DSS requirements are managed by Contractor.

- 28. SECURITY INQUIRIES:** Contractor acknowledges that all of the employees that it provides pursuant to this Contract shall, at Contractor's expense, be subject to background and security checks and screening at the request of the City. Contractor shall perform all such security inquiries and shall make the results available to the City for all employees considered for performing work (including supervision and oversight) under this Contract. City may make further security inquiries. Whether or not further security inquiries are made by the City, City may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by the Contractor for performing work under this Contract. Employees rejected by the City for performing services under this



Contract may still be engaged by Contractor for other work not involving the City. An employee rejected for work under this Contract shall not be proposed to perform work under other City contracts or engagements without the City's prior approval.

**29. The City, in its sole discretion, reserves the right, but not the obligation to:**

- require an employee/prospective employee of the Contractor to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. 41-1750 (G) (4);
- act on newly acquired information whether or not such information should have been previously discovered;
- unilaterally change its standards and criteria relative to the acceptability of Contractor's employees and/or prospective employees; and
- object, at any time and for any reason, to an employee of Contractor performing work (including supervision and oversight) under this Agreement. Contractor will bear the costs of all inquiries requested by the City.



**SECTION IV – INSURANCE AND INDEMNIFICATION****1. INDEMNIFICATION CLAUSE:**

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

**2. INSURANCE REQUIREMENTS:**

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

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

2.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.



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

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

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

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

**2.1.2. Automobile Liability**

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

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

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

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

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

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

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

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

Each Claim	\$1,000,000
------------	-------------



Annual Aggregate

\$1,000,000

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

3. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be endorsed to include, the following provisions:
  - 3.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
  - 3.2. The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.
4. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(City of Phoenix Department Representative’s Name & Address & Fax Number)**.
5. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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



All certificates required by this Contract must be sent directly to **(City Department Representative's Name and Address)**. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

7. **SUBCONTRACTORS**: Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.
8. **APPROVAL**: Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.



**SECTION V – SCOPE**

- 1. MINIMUM QUALIFICATION CRITERIA:** These minimum qualifications must be included, otherwise the offeror may be deemed non-responsive:

An offeror may submit for the following service categories:

- 1.1. Full Service Liability Claim Adjusting – Excluding Water Main Breaks and Sewer Backups
- 1.2. Full Service Liability Claim Adjusting – For Water Main Breaks or Sewer Backups
- 1.3. Limited Adjustment Services
- 1.4. Vehicle Appraisal Services
- 1.5. Offerors are reminded that the qualifications, and other requirements herein, are minimum requirements and that offers submitted must be for services that meet or exceed the minimum standards described in this RFQu.
  - 1.5.1. Offeror(s) must be licensed to conduct business in the State of Arizona. Its employees assigned to work under this contract must have the Arizona Insurance Adjuster’s license and be in good standing with Arizona Department of Insurance. Offeror must submit a copy of license with the proposal.
  - 1.5.2. Offerors must present staffing resources (provide resumes for key staff)
  - 1.5.3. Offerors must submit a minimum of 3 references from prior clients which the Contractor is currently furnishing or has furnished, completed service for liability claim adjustment or vehicle damage appraisal services, see Section VI – Submittals, Item 6, Years in Business and References
  - 1.5.4. Offeror must demonstrate being in business a minimum of five years offering service(s) for each service category offer is submitting for, see service categories above items 1.1 – 1.4.
  - 1.5.5. Offerors must submit a claims status report sample.

**2. EVALUATION AND SELECTION:**

- 4.1. RFQu responses should be concise, well-organized per the requested information, clearly written. The review process places considerable emphasis on the responsiveness of the RFQu response to the



requirements outlined above. RFQu responses that are not written specifically in response to this request cannot receive serious consideration.

- 4.2. All RFQu responses will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.
- 4.3. The firms under consideration for this RFQu, will be evaluated by an evaluation committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

**3. AGREEMENT:**

The language contained in this RFQu and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQu does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

**4. INTRODUCTION**

The City of Phoenix, Finance Department, Risk Management Division, invites sealed statements of qualifications for Liability Claim Adjustment and Vehicle Damage Appraisal Services for a five-year period, in accordance with the specifications and provisions contained herein. It is the City's intent to award and create a qualified vendor list of independent adjusting firms and to distribute assignments at the City's discretion

The City of Phoenix maintains a large self-insured retention for third-party General and Auto Liability for the majority of its exposures. Excess liability insurance coverage is purchased but is only involved above a significant retention level. The most common types of liability claims that are likely to be assigned to an adjustment firm include those associated with police and fire operations; use of heavy equipment; maintenance of premises open to the general public, including parks and libraries; street design and maintenance; contained and uncontained trash pickup removal and recycling; the treatment and distribution of water and wastewater; and the operation of a variety of motor vehicles. There may be other types of claims that arise from other City operations and programs that are not listed above.

The adjustment of claims arising out of airport and aircraft operations is not included as part of the Scope of Work for this RFQu.



**SECTION V - SCOPE**

**CITY OF PHOENIX**

Most of the claims submitted to the City are handled by the City’s Risk Management Division Employs Claims Adjusters. Larger claims, claims that require field investigation, and overflow claims in peak periods may be assigned to contract claims adjusting companies in accordance with this contract, depending upon in-house caseloads. The City assigns a limited number of complex or serious injury claims directly to private investigators, and such claims are not subject of this RFQu.

The chart below shows the general methodology used to determine whether a claim is handled in-house, assigned to an independent adjuster, or assigned directly to a private investigator.

Type of Claim	In-house	Independent Claims Adjusting Firm	Private Investigator
Auto & GL Property Damage Only	X	X (Overflow & those requiring field work)	
Auto & GL Bodily Injury only or BI and PD combined	X	X	
Water Main Break and Sewer Backup Claims		X	
Catastrophic injury and complex liability Issues			X
Police Liability, Roadway Design/ Operation Liability claims involving serious injuries or fatalities			X

**5. GENERAL REQUIREMENTS APPLICABLE TO THE SERVICE**

The purpose of the RFQu is to obtain the services of contractors to investigate, adjust, settle or deny claims, when appropriate, on behalf of the City for liability claims alleged to have been caused by the City. The City will issue all payments

The Contractor will handle the claim from assignment to conclusion. This will include, but not be limited to: the activities listed in the Scope of Work for all service categories listed under Section V-Scope, Items 1.1 – 1.4.

The Contractor shall handle assignments on behalf of the City only when requested to do so by the City’s Risk Management Division, or when reported by other identified City Departments during night-time hours or on weekend/holidays.

The City’s Public Works Department/Equipment Management Division will also order Vehicle Appraisal Services on as needed basis.

**5.1.**The firm(s) selected shall be licensed to conduct business in the State of Arizona. Its employees assigned to work under this Contract shall have the





Arizona Insurance Adjuster's license and be in good standing with Arizona Department of Insurance.

- 5.2.** At the time work begins, Contractor shall provide City with a list of assigned claims adjusters and supervisory/management personnel and will update it as changes occur. This list must include phone numbers, fax numbers and email addresses of the persons listed. At the time of any changes, Contractor will provide City with copies of resumes of new personnel

The City retains the right at any time during the Contract to reject any staff adjuster or investigator or appraiser from performing services on behalf of the City. The offeror shall agree that the Risk Management Division may choose a specific adjuster employed by the offeror to perform one or more particular assignments. The offeror also agrees to assign specific, experienced personnel to provide for successful and timely accomplishment of work to be performed under this contract. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of Risk Management Division

- 5.3.** Contractor shall assign an Account Manager located full-time in the Phoenix area, who is sufficiently qualified, to work with City on all matters relating to the contract.
- 5.4.** Subcontracting for investigation/adjustment/appraisal services is not allowed without the express written approval of the City. Express City authorization is required to use special consultants to provide technical services such as Independent Medical Examinations. Authorized special consultant expenses will be reimburse actual cost in addition to the per claimant adjustment fee. The offeror may propose the use of a subcontractor to perform Vehicle Damage Appraisals by identifying the proposed subcontractor in their Proposal.
- 5.5.** The Contractor will provide a 24-hour/7-day contact number for City use in contacting adjusters as needed after business hours and on weekends.

The Contractor will guarantee that a person will be available to return such calls within 15 minutes of the call, and to respond to the location of the incident within a three-hour period. Such calls will almost always arise out of water main breaks or sewage backups. The City estimates that an average of one to two after-hours or weekend calls per month occur. In such cases, the City's Water Services Department will call and make the assignment. The adjuster's role is to fully adjust the claim, view and photograph any damage, and oversee restoration contractor(s). A City of Phoenix representative external from the Risk Management Division may contact the contractor(s) for after-hours incidents. It will be the contractor(s) responsibility to contact a restoration service contractor



off the City of Phoenix qualified list, which will be provided by the Risk Management Division.

The contractor shall notify the City's Risk Management Coordinator, Risk Management Division, of any such assignment the next business day following the assignment.

**5.6.** The contractor will notify the City of any claim that may be subject to the federal mandatory reporting provisions of the Medicare, Medicaid and SCHIP Act of 2007. The City maintains its own system for reporting such claims and will submit the mandatory reports and other queries using information provided via the contractor's investigation.

**5.7.** It is mutually agreed that all files and all file materials are the property of the City and any or all files will be delivered to City upon City's request. City staff and City-hired consultants may, at any time, perform file audits or review any single City file at the Contractor's office, or via electronic means if the Contractor's database allows for City staff access.

**5.8.** At the expiration of the contract, Contractor agrees to handle at no additional charge to the City all open or re-opened claim files that were assigned to the contractor during the contract term, until file is concluded by payment or denial which is agreed upon by the City, or initiation of litigation, for one year beyond Contract expiration date.

**5.9.** The City expects the contractor to provide prompt, fair and professional liability claims adjusting services to supplement the service provided by the City's in-house staff. Claims are to be thoroughly investigated in preparation for any potential litigation. Legitimate claims are to be settled equitably and promptly. Claims believed to be without merit, as a matter of policy, will be vigorously defended. The contractor will be required to take the primary role in the claim adjustment process for all claims assigned to the contractor, unless otherwise advised by the City. It is also critical for the contractor to understand that parties filing claims with the City are citizens, taxpayers and the customers of the City of Phoenix and must be treated with all due courtesy.

**6. REQUIRED ACTIVITIES – FULL SERVICE CLAIM ADJUSTMENT**

The following activities are to be performed on all files assigned pursuant to Full Service Claim Adjustment. Any additional information necessary to properly evaluate claims is to be followed up on and investigated by the adjuster.

**6.1. INVESTIGATION AND ADJUSTMENT ACTIVITIES**

**7.1.1. SITE INVESTIGATION:** The accident scene must be photographed from all angles with identifiable landmarks and measurement devices, as soon as possible following the accident. The accident scene should be canvassed



## SECTION V - SCOPE

CITY OF PHOENIX

for possible witnesses not identified by police investigation when necessary to determine the facts of the accident. Digital photographs are preferred.

- 7.1.2. **CLAIMANT CONTACT:** Claimants shall be contacted within 48 hours of receipt the claim assignment from the Risk Management Division. This is to be documented in the adjuster's file by way of the adjuster's notes or a copy of a contact letter sent to the claimant, if the adjuster is unable to establish verbal contact within 48 hours.
- 7.1.3. **VEHICLE DAMAGE:** Digital photographs are required. Photograph all vehicles involved in the accident in sufficient detail as to depict the point of impact and the nature and extent of damage. If there is any indication of a defective condition of a vehicle which could have contributed to the cause of the accident, an inspection of the vehicle by an appropriate expert should be ordered immediately before the vehicle is altered, repaired or otherwise disposed, and repair or maintenance history should be obtained. Costs of such experts will be paid as an expense item on the claim file.
- 7.1.4. **VEHICLE DAMAGE APPRAISALS:** Vehicle damage appraisals are required by the Risk Management Division only when estimated damage to claimant vehicle is greater than \$5,000, or as specifically requested by the City. Vehicle damage appraisals are to be charged at a separate flat rate
- 7.1.5. **WITNESSES:** Contact all witnesses for statements as quickly as possible. Written or recorded statements should be obtained from witnesses when appropriate. Contact or courtesy cards written by witnesses are not acceptable in place of statements taken in the adjusting process.
- 7.1.6. **INTERVIEWS OF CITY STAFF:** Contact all involved City employees and interview them for their version of the occurrence. Unless otherwise instructed by the City, do not take written or recorded statements of City employees.
- 7.1.7. **PROPERTY DAMAGE:** Obtain itemized repair estimates/bills. The adjuster must obtain proper documentation for replacement of damaged, destroyed or lost property to document the amount of the requested claim payment. Contractor is responsible for proper disposal of salvage.
- 7.1.8. **MEDICAL REPORTS AND HOSPITAL RECORDS:** Obtain comprehensive medical reports from the attending physician and any consulting specialist setting forth medical history, examinations and tests performed, treatment administered, diagnosis and prognosis. Obtain hospital records, whether for emergency care, out-patient or in-patient care.



## SECTION V - SCOPE

CITY OF PHOENIX

- 7.1.9. **MEDICAL BILLS:** Obtain copies of itemized bills for medical treatment. These should show the actual amounts which the claimant and/or any insurer has paid to the health care provider. Report Medicare, Medicaid, ACCCHS or any other liens immediately upon receipt.
- 7.1.10. **OTHER TORTFEASORS:** Identify other potential tortfeasors. If appropriate, place these parties on notice of the occurrence and refer the claim to them for handling when appropriate. Pursue subrogation or comparative fault indemnity reimbursements when applicable
- When a claim arises out of or in connection with a construction project, the adjuster should ascertain whether the project was done pursuant to permit issued by the City or construction work being done by a contractor for the City. Claim should be tendered to the appropriate party depending on the terms of the permit or contract with the City.
- 7.1.11. **RECOMMENDING RESERVES:** Contractor shall utilize the method of “Ultimate Probable Cost” to recommend reserves. Risk Management sets initial reserves on all claims at the time of assignment. As the contractor develops additional information, and reserve changes are recommended, contractor shall report the recommendations to the Risk Management Division as a part of the regular reporting.
- 7.1.12. **BRANCH ASSIST:** Claimants residing out of the immediate vicinity of the contractor’s local office may be handled on a branch assist basis without any additional cost to the City.
- 7.1.13. **SETTLEMENTS AND RELEASES:** Contractor shall negotiate settlement after having obtained City authority. The City will issue a check or a warrant and will send it to the contractor to give to the claimant or attorney, as directed. The contractor shall obtain the appropriate Release of All Claims on all liability claim settlements.
- 7.1.14. **NOTIFY CLAIMANTS OF CLAIMS STATUTE:** The contractor is responsible for notifying all claimants of the tolling of the Arizona claims statute (A.R.S. 12-821.01) or any other applicable statute of limitations, in conformance with the procedures of the Risk Management Division.
- 7.1.15. **TELEPHONE AND E-MAIL COURTESY:** All telephone calls shall be returned, and all e-mail correspondence shall be answered, before the end of the next business day. Telephone calls for adjusters who are no longer with the company shall be directed to a supervisor or manager when a replacement adjuster has not been assigned.



7.1.16. MEETINGS WITH CITY STAFF: Contractor shall be available to formally confer with the Risk Management Division and other designated City staff to resolve issues requiring immediate attention. These meetings will be at no additional charge to the City, and will be conducted at times and locations established by the Risk Management Division. This includes attending Claims Committee meetings on claims exceeding \$15,000 in value. Based on information provided by adjusters, the Risk Management Division will provide advance notice of Claims Committee meetings.

**7. REQUIRED REPORTS:** All Reports shall be sent electronically to the City staff Adjuster in PDF format. Digital photographs shall be sent as separate files, not embedded in the report. Photographs should be in a compressed format whenever possible. Large enclosures, such as packets of medical bills, should be sent separately through the mail.

**7.1.ACKNOWLEDGMENT:** Adjusters shall send an acknowledgment report to the City within two (2) calendar days after contractor receives the new claim assignment. The purpose of this report is to assure the assignment has been received and assigned. All assignments shall be date/time stamped by the contractor to note receipt of the claim from the City.

**7.2.CLAIMS UNDER \$2,500:** On claims with a reserve of \$2,500 or less, only the acknowledgment report and a closing report are required. If the reserve is increased above \$2,500, then regular, full reports will be required.

**7.3. CLAIMS OVER \$2,500:** For cases with reserves above \$2,500, reports to the City staff Adjuster supervising the file shall be sent every 30 days from the date of the preceding report unless otherwise agreed upon by the adjuster and Risk Management staff. Contractor will provide enclosures so that the Risk Management file will contain all the information in the Contractor's file.

For all claims reserved above \$2,500, the first full report shall be forwarded to Risk Management within thirty (30) days after receipt of the claim. The report shall be in the format and contain the information as shown in **Attachment A**.

**7.4.SHORT FORM REPORT:** The Short Form Report may be used after a Full Report has been submitted. The report shall be in the format and contain the information as shown in **Attachment B**.

**7.5.ADDITIONAL REPORTS:** The City may require additional reports for unusual or problem files.

**8. SETTLEMENT AUTHORITY:** The contractor will have settlement authority of up to \$2,500 per claimant. Payments exceeding \$2,500 cannot be settled without the express written approval of the City staff Adjuster, Risk Management Coordinator,



Assistant Risk Management Administrator or Deputy Finance Director (as applicable). Claims with values over \$15,000 are authorized through the City's Claims Committee. The Contractor will be responsible to reimburse the City for any unauthorized claim payment or commitment to pay.

**9. LITIGATED CLAIMS:** Contractor is responsible for the following activities on claims that go into litigation:

- Provide a copy of the claim file to defense counsel.
- Respond to any questions from defense counsel regarding the investigation, evaluation or status of settlement negotiations.
- Finalize settlement negotiations when plaintiff counsel agrees to an open extension while an attempt is made to resolve the case.
- Deposition or trial testimony will be paid pursuant to the hourly fee.

The City assumes all responsibility for litigation management beyond those activities listed in above.

**10. LIMITED INVESTIGATION/ADJUSTMENT SERVICES**

The City will make Limited Investigation/Adjustment Services assignments when a full investigation is unnecessary and only certain item(s) of investigation are required, as specified by the City staff Adjuster. Limited Investigation/Adjustment Services include, but are not limited to, statements of claimants/witnesses, etc., photograph/ diagram of loss site, inventory of damaged property, etc. These types of assignments occur on an infrequent basis.

Reports, including any applicable accompanying information, are to be sent to the assigned City staff Adjuster as soon as possible, and always within 14 days from receipt of the assignment by the contractor. Subsequent reports, if any are needed, shall be sent every 14 days until completion of assignment.

**11. VEHICLE DAMAGE APPRAISAL:**

Appraisals are required as per the full Investigation for Full Service Liability Claim Adjusting – Excluding Water Main Breaks and Sewer Backups, or they may be requested without requiring any other claim work under this Vehicle Appraisal Services. Additionally, appraisals of City vehicles may be ordered under this contract from time to time by the Public Works Equipment Management Division. Equipment Management Division appraisals will be billed to the Equipment Management Division, as per Section VII.B. Appraisals performed under the Appraisal section of the Fee Schedule shall be performed within one business day of the assignment whenever possible. The report shall be sent to the City staff Adjuster or Equipment Management's representative within one business day of performing the appraisal. Photographs of the damaged vehicle are to be included, showing the damaged vehicle from all sides, the odometer reading, including specific photographs to document the damaged areas and overall condition of the vehicle.





**12. FEES:** Fees set forth in Section VI Submittals shall include adjuster, clerical, and management salaries, commissions, wages, employee benefits, and other compensation, set-up and file management fees, equipment, mailing, emailing, office supplies, photographs and photographic equipment, supplies and costs, telephone, photocopying, mileage, subcontracting costs excluding authorized Special Consultants or Experts, all similar and related internal costs, overhead and profit.

**13. CITY'S ENGAGEMENT PROCESS WITH QUALIFIED OFFERORS**

The City will make two attempts within 24 hours to contact a Contractor before contacting another Contractor to provide services.

However, for full Service Liability Claim Adjusting – For Water Main Breaks or Sewer Backups the City will make two attempts within 2 hours to contract a Contractor before contacting another Contractor to provide services.





## SECTION VI - SUBMITTALS

CITY OF PHOENIX

### SECTION VI – SUBMITTALS

#### 1. COPIES:

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

1.1. **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 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

#### 2. OFFER SUBMITTAL FORMAT:

The written offer should be:

- Typewritten for ease of evaluation;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted in a binder, preferably using double-sided copying and at least 30% post-consumer content paper;
- Submitted with a table of contents and tabbed per the following major sections:

**Tab 1 Resumes and Licenses**

**Tab 2 In Business Demonstration**

**Tab 2 Samples**

**Tab 3 References**

**Tab 4 Submittal Section**

**Tab 5 Signed Addenda**

#### 3. COSTS AND PAYMENTS:

**3.1 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



SECTION VI - SUBMITTALS

CITY OF PHOENIX

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. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.

4. PRICE SCHEDULE:

Table with 4 columns: Item No., Description, First Claimant Fee, Additional Claimant Fee. Row 1: 1. Full Service Liability Claim Adjusting - Excluding Water Main Breaks and Sewer Backups, \$835, \$510.

Table with 4 columns: Item No., Description, Fee Per Vehicle, Fee for Heavy Equipment & Vehicles. Row 2: 2. Full Service Liability Claim Adjusting - For Water Main Breaks or Sewer Backups, with fee tiers: \$0-\$10,000 (\$775), \$10,001-\$25,000 (\$875), \$25,0001-\$50,000 (\$975), \$50,000+ (\$1075).

Table with 3 columns: Item No., Description, Hourly Rate. Row 3: 3. Limited Adjustment Services, \$95.

Table with 4 columns: Item No., Description, Fee Per Vehicle, Fee for Heavy Equipment & Vehicles. Row 4: 4. Vehicle Appraisal Services, \$150 per mile and driving time per hr, \$95.

5. EMERGENCY 24-HOUR SERVICE CONTACT:

Name Robert Kalmey, Sr. Vice President

Telephone Number 626.962.6841

Alternate Contact John Peters, Branch Manager

Telephone Number 470.738.4802



**SECTION VI - SUBMITTALS**

**CITY OF PHOENIX**

**6. YEARS IN BUSINESS AND REFERENCES:**

Contractor certifies that they have provided complete liability claim adjustment or vehicle damage appraisal services listed in this solicitation for a period of five years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for liability claim adjustment or vehicle damage appraisal services

Company Name State of Georgia  
Address 200 Piedmont Avenue, SE, Atlanta, GA 30334  
Reference Faith Scruggs  
Telephone Number 404.657.9443  
Email address faith.scruggs@doas.ga.gov

Company Name State of Arizona  
Address 100 North 15th Ave., STe 104, Phoenix, AZ 85007  
Reference Matthew Miles  
Telephone Number 602.364.0134  
Email address Matthew.Miles@azdoa.gov

Company Name Texas Municipal League IRP  
Address 1821 Rutherford Lane, Austin, TX 78754  
Reference Scott Spence  
Telephone Number 512.491.2300  
Email address sspence@tmlirp.org





SECTION VI - SUBMITTALS

CITY OF PHOENIX

**OFFER**


**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 a solicitation.

Arizona Sales Tax No.	_____	N/A
Use Tax No. for Out-of State Suppliers	_____	N/A
City of Phoenix Sales Tax No.	_____	N/A
Arizona Corporation Commission File No.	_____	N/A

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)	<b>3067607</b>
---	----------------

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.

	3/30/2020
_____	_____
Authorized Signature	Date

Charles Peek, CEO	
_____	
Printed Name and Title	
(LLC, Inc., Sole Proprietor)	(Member, Manager, President)

Address	4875 Avalon Ridge Parkway
City, State and Zip Code	Norcross, GA 30071
Telephone Number	770.263.6800
Company's Fax Number	770.368.3353
Company's Toll Free #	1-800.457.3390
Email Address	cpeek@custard.com



**SECTION VI - SUBMITTALS**

**CITY OF PHOENIX**

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

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

This contract shall henceforth be referred to as Contract No. 153293--0. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

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



*TJ Martin*

\_\_\_\_\_  
Director or delegate, Department  
TJ Martin, Deputy Finance Director

**ATTEST**

*Devise Aschisold*

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

this 2 day of November 2020

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



**ADDENDUM**

Solicitation Number: RFQu 20-014 Addendum 1 Page 1

Solicitation Due Date: Friday, March 20, 2020, 2:00 p.m. Local Time

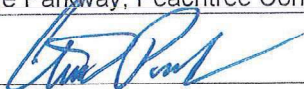
**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**SOLICITATION TITLE: RFQu 20-014 - Liability and Vehicle Damage Appraisal Services-  
Requirements Contract**

Section V – Scope, Clause 7 Required Reports, Items 7.3 Claims Over \$2,500-Attachment A and 7.4 Short Form Report-Attachment B are both attached to addendum no. 1.

Name of Company: Custard Insurance Adjusters, Inc.

Address: 4875 Avalon Ridge Parkway, Peachtree Corners, GA 30071

Authorized Signature: 

Print Name and Title: Charles Peek, CEO



**Attachment A**

REQUIRED FORMAT---FULL REPORT  
ADJUSTING COMPANY LETTERHEAD

Full Report Format

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

To: City of Phoenix, Risk Management Division

Attention: \_\_\_\_\_

Report Type: \_\_\_\_\_Initial \_\_\_\_\_Authority of Special Request \_\_\_\_\_Closing  
\_\_\_\_\_Other (Specify)\_\_\_\_\_

Claimant:

Claimant Attorney:

Sum Certain Demand:

Date of Loss:

City File Number:

Adjuster File Number:

Section 1 : Reserves (Complete for each claimant):

	Latest Demand	Suggested Reserves	Already Paid	Authority Requested
(Claimant Name)				
Bodily/Personal Injury				
Property Damage				

Approval: \$ \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

A. Brief Description of Occurrence:

B. Does submitted Notice of Claim comply with State Statute? \_\_\_\_\_Yes No If not, what is lacking?

**Attachment A**

C. Contacts:

- a. Initial Claimant Contact---date and method
- b. List of witnesses and their versions of occurrence
- c. Interviews of involved City staff and/or summary of Department reports

D. Site Investigation:

- a. Photographs of scene and damaged property
- b. Diagram of loss location

E. Description of Damages

- a. Bodily Injury
  - i. Full description of injury and associated treatment
  - ii. Status of liens—particularly AHCCCS and Medicare

Summary of Medical bills

Provider	# Of treatments	Date ranges of treatment	Billed Costs	Lien Amount

- b. Property Damage
  - i. Summarize itemized estimates/bills/invoices
  - ii. Summarize salvage, if applicable

F. Evaluation/Recommendations:

- c. Discussion of fault/comparative fault
  - d. Identification of other tortfeasors
  - e. Describe efforts to pursue recovery from other tortfeasors
- G. Action Plan (to accomplish before next report/to conclude claim):

G. Next Report will arrive in Risk Management by: \_\_\_\_\_

Adjuster's Signature

Attachments: (please list---examples can include, but not be limited to, Police Reports, witness statement/interview summaries, copies of medical bills/treatment notes, invoices, diagrams, photographs and other documents needed to help evaluate liability and damages).

**Attachment B**

**REQUIRED FORMAT---SHORT FORM REPORT**

**ADJUSTING COMPANY LETTERHEAD**

**Interim Report (Short Form)**

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

To: City of Phoenix, Risk Management Division

Attention : \_\_\_\_\_

Report Type: \_\_\_\_\_ Initial \_\_\_\_\_ Closing

Claimant:

Claimant Attorney:

Sum Certain Demand:

Date of Loss:

City File Number:

Adjuster File Number:

**Section 1 : Reserves (Complete for each claimant):**

	Latest Demand	Suggested Reserves	Already Paid	Authority Requested
(Claimant Name)				
Bodily/Personal Injury				
Property Damage				

Approval: \$ \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

- A. Brief Description of Occurrence:
- B. Does submitted Notice of Claim comply with State Statute? \_\_\_\_\_ Yes No If not, what is lacking? C. Evaluation/Recommendations:
  - a. Discussion of fault/comparative fault

## Attachment B

- b. Identification of other tortfeasors
- c. Describe efforts to pursue recovery from other tortfeasors D. Action Plan (to accomplish before next report/to conclude claim): E. Next Report will arrive in Risk Management by: \_\_\_\_\_

### Adjuster's Signature

Attachments: (please list---examples can include, but not be limited to, Police Reports, witness statement/interview summaries, copies of medical bills/treatment notes, invoices, diagrams, photographs and other documents needed to help evaluate liability and damages).



**ADDENDUM**

Solicitation Number: RFQu 20-014 Addendum 3 Page 1

Solicitation Due Date: Friday, April 03, 2020, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**SOLICITATION TITLE: RFQu 20-014 Liability and Vehicle Damage Appraisal Services-  
Requirements Contract**


City officials are constantly evaluating options to ensure the safety of citizens and staff during the current COVID-19 pandemic. With that in mind, many City departments have reduced the number of employees onsite in City buildings. Therefore, if you plan to respond to this solicitation/bid or any other posted procurement opportunity due over the next two to three weeks, please be sure to reach out to the named Procurement Officer or designee to confirm the appropriate method of delivery and ensure staff availability for acceptance. If you are using a third-party shipping company (FedEx, UPS, etc.) please make sure the driver has the appropriate name and contact information for the Procurement Officer of designated recipient.

Thank you for your continued desire to do business with the City of Phoenix.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: Custard Insurance Adjusters, Inc.

Address: 4875 Avalon Ridge Parkway, Peachtree Corners, GA 30071

Authorized Signature: 

Print Name and Title: Charles Peek, CEO



## ADDENDUM

Solicitation Number: RFQu 20-014 Addendum 4 Page 1

Solicitation Due Date: Friday, April 03, 2020, 2:00 p.m. Local Time

CITY OF PHOENIX  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

### SOLICITATION TITLE: RFQu 20-014 Liability and Vehicle Damage Appraisal Services- Requirements Contract

#### Questions and Answers:

1. **Vendor Question:** Is the City completely outsourcing all of the claims management or do you intend to keep some of the claims in-house and outsource on an "as needed" basis?

**City's Response:** The City Risk Management Division handles approximately 80% of the claims received in house with the other 20% of claims handle by the TPA's.

2. **Vendor Question:** Could the City provide a breakdown of outstanding claims? Could the City provide a breakdown of average annual new claims? Could the City provide a loss run? Does the City have any caseload requirements?

**City's Response:** Please visit [www.phoenixopendata.com/group/finance](http://www.phoenixopendata.com/group/finance) to view all City claims, loss run, and case load requirements.

3. **Vendor Question:** Whether companies from outside USA can apply for this?  
(like, from India or Canada)

**City's Response:** Companies outside the USA may submit an offer.

4. **Vendor Question:** Whether we need to come over there for meetings?

**City's Response:** Offers shall be available to attend claims committee meetings with the Risk Management Division.

5. **Vendor Question:** Can we perform the tasks (related to RFQu) outside USA?  
(like, from India or Canada)

**City's Response:** Offers must adhere to response time requirements which are detailed in Section V – Scope of Work, Paragraph 5 General Requirements Applicable to The Service, Item 5.5.

6. **Vendor Question:** A number of requests were received to alter language contained in Section II – Standard Terms and Conditions, Section III – Special Terms and Conditions, and Section IV – Insurance and Indemnification.

**City's Response:** None of the requested changes will be accepted by the City.





**ADDENDUM**

Solicitation Number: RFQu 20-014 Addendum 4 Page 2

Solicitation Due Date: Friday, April 03, 2020, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**CHANGE**

**SECTION V SCOPE OF WORK, PARAGRAPH 5 GENERAL REQUIREMENTS APPLICABLE TO THE SERVICE, ITEM 5.2 replace in its entirety with the following:**

5.2. At the time work begins, Contractor shall provide City with a list of assigned claims adjusters and supervisory/management personnel and will update it as changes occur. This list must include phone numbers, fax numbers and email addresses of the persons listed. At the time of any changes, Contractor will provide City with copies of resumes of new personnel

The offeror will work with the Risk Management Division in selecting a specific adjuster employed by the offeror to perform one or more particular assignments. The offeror also agrees to assign experienced personnel to provide for successful and timely accomplishment of work to be performed under this contract.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: Custard Insurance Adjusters, Inc.

Address: 4875 Avalon Ridge Parkway, Peachtree Corners, GA 30071

Authorized Signature: 

Print Name and Title: Charles Peek, CEO



**ADDENDUM**

Solicitation Number: RFQu 20-014 Addendum 5 Page 1

Solicitation Due Date: Friday, April 03, 2020, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**SOLICITATION TITLE: RFQu 20-014 Liability and Vehicle Damage Appraisal Services- Requirements Contract**

I. The following is deleted in its entirety and replaced with the following:

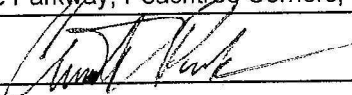
**Section I Instructions - 3. SCHEDULE OF EVENTS:**

ACTIVITY (All times are local Phoenix time)	DATE and LOCATION
Solicitation Issue Date	<b>March 06, 2020</b>
Pre-Offer Conference	<b>March 11, 2020 @ 1:00PM</b> 251 W Washington Street, 8 <sup>th</sup> Fl Phoenix, AZ 85003 Room:854
Written Inquiries Due Date	<b>March 12, 2020</b>
Offer Due Date	<b>May 01, 2020 by 2:00PM</b> 251 W Washington Street, 8 <sup>th</sup> Fl Phoenix, AZ 85003

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: Custard Insurance Adjusters, Inc.

Address: 4875 Avalon Ridge Parkway, Peachtree Corners, GA 30071

Authorized Signature: 

Print Name and Title: Charles Peek, CEO



**ADDENDUM**

Solicitation Number: RFQu 20-014 Addendum 6 Page 1

Solicitation Due Date: Friday, May 01, 2020, 2:00 p.m. Local Time

**CITY OF PHOENIX**  
Procurement Division  
251 W. Washington Street  
8th Floor  
Phoenix, AZ 85003  
Phone: (602) 262-7181

**SOLICITATION TITLE: RFQu 20-014 Liability and Vehicle Damage Appraisal Services- Requirements Contract**

I. The following is deleted in its entirety and replaced with the following:

Section I Instructions - 3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE and LOCATION
Solicitation Issue Date	<b>March 06, 2020</b>
Pre-Offer Conference	<b>March 11, 2020 @ 1:00PM</b> 251 W Washington Street, 8 <sup>th</sup> Fl Phoenix, AZ 85003 Room:854
Written Inquiries Due Date	<b>March 12, 2020</b>
<b>Offer Due Date</b>	<b>May 01, 2020 by 2:00PM</b> 251 W Washington Street, 8 <sup>th</sup> Fl Phoenix, AZ 85003  <b>Due to Covid-19, offers in response to this solicitation may also be submitted electronically to <a href="mailto:cesarina.rodriquez@phoenix.gov">cesarina.rodriquez@phoenix.gov</a>, subject to the noted due date and time.</b>

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: Custard Insurance Adjusters, Inc.

Address: 4875 Avalon Ridge Parkway, Peachtree Corners, GA 30071

Authorized Signature: *John D. Peters*

Print Name and Title: John D. Peters



March 30, 2020

Ms. Cesarina Rodriguez  
251 W Washington Street, 8<sup>th</sup> Floor  
Phoenix, AZ 85003

RE: Request for Qualifications (RFQu)  
RFQu 20-014  
Liability Claim Adjustment and Vehicle Damage Appraisal Services

Dear Ms. Rodriguez:

Please accept this as Custard Insurance Adjusters response to the above RFQ.

Our response includes investigation services in all areas shown under "Scope of Work". Custard meets all the qualifications listed.

Our contact is as follows:

Mr. Bob Kalmey  
Senior Vice President/Regional Manager  
1901 W. Pacific Ave., Ste. 100  
West Covina, CA 91790  
Phone: 626.962.6841  
Fax: 626.962.7246  
[rkalmey@custard.com](mailto:rkalmey@custard.com)

Custard Insurance Adjusters is staffed with claim professionals with average experience levels far exceeding those of our competitors. That experience translates into top quality investigations delivered in a timely fashion.

Kind regards,

A handwritten signature in blue ink, appearing to read "Charles Peek". The signature is stylized and fluid.

Charles Peek  
CEO

# **RESUMES AND LICENSES**

Jurisdiction: Arizona

Licensee Demographics

Name: CUSTARD INSURANCE ADJUSTERS INC      NPN: 758773  
 Domicile State: Arizona      Domicile Country: United States      Resident?: No  
 Business Address:  
 WEST COVINA, CA 91790

License Quick View

License Class	License Status	Status Date	Effective Date	Expiration Date
Adjuster	Active	12/10/2019	02/01/2020	01/31/2024

Phone, Email, Website

Phone	Email	Website
Type	Type	E-mail
Business Primary Phone	Business Email	No results found.
Fax Phone		
(770) 368-3387	<a href="mailto:licensing@custard.com">licensing@custard.com</a>	
(678) 436-8841		

License Information

License Type: Adjuster  
 License Number: 1800002775      License Status: Active      Status Date: 12/10/2019  
 First Active Date: 08/21/1978      Effective Date: 02/01/2020      Expiration Date: 01/31/2024  
 Legacy License ID: 156851

Line Of Authority

Line Name	Qualification	School Code	Exam/Cert Date	Line Status	Status Date	Effective Date
Adjuster	Reciprocity		08/21/1978	Approved	12/10/2019	08/21/1978

Designated Responsible Licensed Producer

Name	License #	NPN	License Class	License Status	Resident State	Start Date
JOHN PETERS	6839159	6839159	Adjuster	Active	Arizona	

Owners, Partners, Officers and Directors

Name	Designation	Pct Owned	Owner	Status Date	Start Date
CARNEY, SHANE T	SR VP		No		
ARENDT, MIKE JAMES	SR VP		No		
WIGGINS, JOE MORRIS	SR VP/DIST MGR		No		
LINVILLE, RICK GENE	PRESIDENT		No		
MEADOWS, SUSAN HARRIS	SR VP		No		
PEEK, CHARLES DUANE	SR VP/DIST MGR		No		
SOBY, ROBERT E	CEO		No		
WHITE, DAVID WAYNE	EX VP		No		

Branch Office Information

No results found.

DBA/Trade Name

No results found.



**ENTITY INFORMATION**

Search Date and Time: 12/10/2019 11:23:41 AM

**Entity Details**

<b>Entity Name:</b>	CUSTARD INSURANCE ADJUSTERS INC.
<b>Entity ID:</b>	F00207530
<b>Entity Type:</b>	Foreign For-Profit (Business) Corporation
<b>Entity Status:</b>	Active
<b>Formation Date:</b>	4/15/1977
<b>Reason for Status:</b>	In Good Standing
<b>Approval Date:</b>	4/15/1977
<b>Status Date:</b>	4/15/1977
<b>Original Incorporation Date:</b>	4/15/1977
<b>Life Period:</b>	Perpetual
<b>Business Type:</b>	Insurance Claim Services
<b>Last Annual Report Filed:</b>	2019
<b>Domicile State:</b>	Indiana
<b>Annual Report Due Date:</b>	7/5/2020

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

Years Due:

Original Publish Date:

8/4/1977

Statutory Agent Information

Name:

NATIONAL REGISTERED AGENTS INC

Appointed Status:

Active

Attention:

Address:

3800 N CENTRAL AVE SUITE 460 , PHOENIX, AZ 85012, USA

Agent Last Updated:

7/10/2019

E-mail:

Attention:

Mailing Address:

3800 N CENTRAL AVE SUITE 460 , PHOENIX, AZ 85012, USA

County:

Maricopa

Principal Information

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Chairman of the Board of Directors	RICK G LINVILLE		4875 AVALON RIDGE PKWY, NORCROSS, GA, 30071, Gwinnett County, USA	11/20/2014	7/10/2019

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

Title	Name	Attention	Address	Date of Taking Office	Last Updated
Director	CHARLES D. PEEK		4875 AVALON RIDGE PKWY, PEACHTREE CORNERS, GA, 30071, Gwinnett County, USA	12/31/9999	7/10/2019
Director	RICK G LINVILLE		4875 AVALON RIDGE PKWY, PEACHTREE CORNERS, GA, 30071, Gwinnett County, USA	12/31/9999	7/10/2019
Director	CHARLES JOHN DEAN		4875 AVALON RIDGE PARKWAY, PEACHTREE CORNERS, GA, 30071, Gwinnett County, USA	10/1/2016	7/10/2019
President/CEO	CHARLES D. PEEK		4875 AVALON RIDGE PKWY, PEACHTREE CORNERS, GA, 30071, Gwinnett County, USA	7/1/2015	7/10/2019

Page 1 of 2, records 1 to 5 of 6


Go to Page

Address

Attention:

Address: 103 W. Highland, PHOENIX, AZ, 85013, USA

County: Maricopa

Last Updated: 7/10/2019

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)

Entity Principal Office Address

Attention: Licensing Department

Address: 4875 AVALON RIDGE PKWY, PEACHTREE CORNERS, GA, 30071, USA

County: Gwinnett

Last Updated: 7/10/2019

Back	Return to Search
Return to Results	

Print      Document History

Name/Restructuring History      Pending Documents

Microfilm History

Privacy Policy (<http://azcc.gov/privacy-policy>) | Contact Us (<http://azcc.gov/corporations/corporation-contacts>)



**John D. Peters**  
Branch Manager / Account Manager

<b>CONTACT INFORMATION</b>	
<b>CIA Branch Location</b>	Phoenix AZ.
<b>Office Phone</b>	602 274 1606
<b>Fax Number</b>	602 274 6736
<b>Cell Phone</b>	480 243 1061
<b>E-mail Address</b>	jpeters@custard.com
<b>EXPERIENCE</b>	
18 years experience in claims, Multi Line experience; Auto, Trucking and Cargo Claims, Property, Public Entity, General Liability Claims involving Liquor Liability and Assault And Battery. General Liability Claims involving Coverage Issues, responsibilities included preparing ROR's and Coverage Disclaimers. Negotiated settlements with plaintiff attorney and directed the discovery and defense, attended trials and mediations on large losses when needed.	
<b>SPECIALTIES</b>	
Commercial General Liability and Public Entity losses.	
<b>PROFESSIONAL EDUCATION</b>	
GAB Property School, GAB Business Interruption School	
<b>PROFESSIONAL ASSOCIATIONS</b>	
<b>FORMAL EDUCATION</b>	
4 years college – B.S. Marine Engineering	
<b>LICENSES</b>	
Arizona Adjusters License	





**Glenn Hawkins**  
Senior Adjuster

<b>CONTACT INFORMATION</b>	
<b>CIA Branch Location</b>	Phoenix AZ.
<b>Office Phone</b>	602 274 1606
<b>Fax Number</b>	602 274 6736
<b>Cell Phone</b>	602 421 4690
<b>E-mail Address</b>	ghawkins@custard.com
<b>EXPERIENCE</b>	
Licensed adjuster since 2008 Residential/Commercial Property / Casualty Farm & Ranch General Liability Construction Defect Trucking AZ State ROC Recovery Fund Supervisor – managed 3-6 adjusters on construction defect claims 25 Years licensed contractor Hurricane Dolly CAT, Hurricane Gustav CAT, Hurricane Ike CAT Structural drying, large loss	
<b>SPECIALTIES</b>	
Spanish fluent	
<b>PROFESSIONAL EDUCATION</b>	
AIC Designation IICRC WRT Vale Commercial Xactimate Level 3 Certified Cisco CCNA NFPA Fire Forensics Farm Bureau Large Loss Training	
<b>PROFESSIONAL ASSOCIATIONS</b>	
<b>FORMAL EDUCATION</b>	
Scottsdale Community College	
<b>LICENSES</b>	
Arizona Texas & Florida Adjusters Licenses	





**Kevin L. Brudos**  
Senior Adjuster

CONTACT INFORMATION	
CIA Branch Location	Phoenix, AZ
Office Phone	602.274.1606
Fax Number	602.274.6736
Cell Phone	480.444.6538
E-mail Address	KBrudos@Custard.com
EXPERIENCE	
<p>27 years Claim experience including 1<sup>st</sup> &amp; 3<sup>rd</sup> party property damage, liability, heavy equipment &amp; autos</p> <ul style="list-style-type: none"> <li>- 1990-2005 State Farm Ins – Sr. Fire Claim Field rep – CAT Duty representative – Hurricane Andrew</li> <li>- 2005-2008 American Family Ins – Sr. Field Claim Representative – 1<sup>st</sup> &amp; 3<sup>rd</sup> party Property damage - \$500k</li> <li>- 2008-Present – Custard Insurance Adjusters – Sr. Adjuster – Property, liability, heavy equipment and auto appraisal claims – large losses up to \$1M</li> </ul>	
SPECIALTIES	
<ul style="list-style-type: none"> <li>• Computer skills include Xactimate, Mitchell appraisal and office software including word and excel.</li> <li>• Was selected as the Pricing Specialist by State Farm Mgt during reorganization – responsible for maintaining the price lists for AZ, Nevada &amp; NM – trained staff &amp; premier service contractors on scope and use of Xactimate</li> <li>• Was selected by State Farm Mgt to start Subrogation unit for property claims for AZ Nevada &amp; NM Handled over 800 files at one point and attended arbitrations, mediations and successfully won cases in small claims court</li> </ul>	
PROFESSIONAL EDUCATION	
<p>AIC – passed all three parts of Associate in Claims CPCU – passed two parts</p>	
PROFESSIONAL ASSOCIATIONS	
FORMAL EDUCATION	
<p>1988 University of New Mexico – Bachelors degree – Major Finance with minor in psychology</p> <p>1982 Eldorado High School</p>	
LICENSES	
<p>Arizona Adjusters license</p>	



**Richard C. O'Neill**  
Branch Manager-RGA

<b>CONTACT INFORMATION</b>	
<b>CIA Branch Location</b>	Sedona, AZ
<b>Office Phone</b>	928-284-0757
<b>Fax Number</b>	928-527-0311
<b>Cell Phone</b>	516-315-2861
<b>E-mail Address</b>	roneill@custard.com
<b>EXPERIENCE</b>	
<p>Experienced multi-line claims adjuster since 1986 handling auto and heavy equipment appraisals, auto liability, environmental, general liability, homeowners warranty, inland marine, catastrophe, commercial property, LP Gas, medical malpractice, mobile home property, motor cargo, product liability, professional E &amp; O, residential property, TPA, trucking liability, wet marine, workers' compensation and certified national flood, marine surveys</p> <p>Branch Manager of CIA New York City/Ling Island, NY office for 10 years, manager of Flagstaff office 8 years.</p>	
<b>SPECIALTIES</b>	
<ul style="list-style-type: none"> <li>• Commercial Property</li> <li>• Residential Property</li> <li>• Catastrophe</li> <li>• Auto/Heavy Equipment Appraisals</li> <li>• Marine Surveys</li> <li>• Auto Liability</li> <li>• Environmental</li> <li>• General Liability</li> <li>• Homeowners Warranty</li> <li>• Inland Marine</li> <li>• LP Gas</li> <li>• Medical Malpractice</li> <li>• Mobile Home Property</li> <li>• Motor Cargo</li> <li>• Product Liability</li> <li>• Professional E &amp; O</li> <li>• TPA</li> <li>• Trucking Liability</li> <li>• Wet Marine</li> <li>• Workers' Compensation</li> <li>• Certified National Flood</li> </ul>	
<b>PROFESSIONAL EDUCATION</b>	
<p>Crawford and Company Casualty, and Property Schools, 1986-1987            Crawford and Company Advanced Casualty, WC programs, 1989-1991            Nassau BOCES Oil Burner Service Technician Course, 1991-1992            Connecticut Fire Academy- HAZMAT, WOPER, Train the Trainer Course, 1992            HAAG Certified Residential Roofing Inspector, 2013            CIA- Property 2015</p>	
<b>PROFESSIONAL ASSOCIATIONS</b>	
<p>NFPA</p>	
<b>FORMAL EDUCATION</b>	
<p>Suffolk Community College- Criminal Justice            Control Data Corporation, Computer Repair Technician</p>	
<b>LICENSES</b>	
<p>NY, CT, UT, TX, NV, AZ</p>	





**Michael Mallozzi**  
Adjuster

<b>CONTACT INFORMATION</b>	
<b>CIA Branch Location</b>	Sedona, AZ
<b>Office Phone</b>	928-284-0757
<b>Fax Number</b>	928-527-0311
<b>Cell Phone</b>	516-972-4287
<b>E-mail Address</b>	mmallozzi@custard.com
<b>EXPERIENCE</b>	
Experienced multi-line adjuster since 2004 handling property & casualty, trucking losses and liability.	
<b>SPECIALTIES</b>	
<ul style="list-style-type: none"><li>• Trucking Liability</li><li>• Property</li><li>• Commercial Casualty</li><li>• General Liability</li></ul>	
<b>PROFESSIONAL EDUCATION</b>	
POHS Institute of Insurance (General Insurance Property and Casualty)	
<b>PROFESSIONAL ASSOCIATIONS</b>	
<b>FORMAL EDUCATION</b>	
<b>LICENSES</b>	
AZ, NY	



**Kreg De Groff**  
Senior Adjuster

CONTACT INFORMATION	
CIA Branch Location	Tucson, AZ
Office Phone	N/A
Fax Number	(520) 733-3849
Cell Phone	(480) 987-1000
E-mail Address	kdegroff@custard.com
EXPERIENCE	
8+ years of claims adjusting experience, including; 1 <sup>st</sup> and 3 <sup>rd</sup> party property, construction defect, trucking on-scene investigation, heavy equipment appraisal, auto appraisal, marine appraisal, inland marine, liability investigation, workers compensation and personal injury claims. Catastrophic claims work includes; Hurricane Isaac (Mississippi, August 2012) and Superstorm Sandy (New York, Nov-Dec 2012).	
SPECIALTIES	
Construction project management.	
PROFESSIONAL EDUCATION	
CEA Cert. 2013 (California Earthquake Authority), NFIP Flood Conference, Mobile, AL, 2012, Donan Engineering Roof Conference, Mobile AL, 2012, Various online safety courses from Summit Training Source.	
PROFESSIONAL ASSOCIATIONS	
Currently employed as a Senior Adjuster (salary + bonus) with Custard Insurance Adjusters. I have previously worked for, or currently work for the following IA Firms; <b>Integrity Adjusters</b> , Daphne, AL., <b>Southwest Adjusters</b> , Pasadena, TX., <b>Professional Claims Consultants</b> , Henderson, NV., <b>Claims Consultants, LLC</b> , Satsuma, AL.	
FORMAL EDUCATION	
High School, Graduated Mountain View H.S., May 1978 in Mesa AZ. Mesa Community College, 1 year, no degree. Defense Language Institute, Russian Interpreter, U.S. Navy, Graduated May 1984. Honorable discharge from U.S. Navy 3/20/1989	
LICENSES	
Arizona, California, Texas, New Mexico (pending bond). National Producer #16393368	

**IN BUSINESS DEMONSTRATION**

Custard Insurance Adjusters has been in business since 1962, for 58 years, in all of the lines for which we are submitting:

- 1) Full service liability claim adjusting – excluding water main breaks and sewer backups
- 2) Full service liability claim adjusting – for water main breaks and sewer backups
- 3) Limited adjustment services
- 4) Vehicle appraisal services



# **SAMPLES**



// \_\_\_\_\_

«DateCreated»  
«CustomerName»  
«CustAddr1»  
«CustAddr2»  
«CustAddr3»  
«CustCity», «CustState» «CustZip»

**Address Reply To:**

Office - «BranchName»  
«BranchRegionalMailingCenter»  
«BranchAddr1»  
«BranchAddr2»  
«BranchCity», «BranchState»  
«BranchZip»  
T: «BranchPhone»  
F: «BranchFax»  
E: «BranchEmail»  
Adjuster -  
E: «DiaryAdjusterEmail»  
C: «AdjusterWorkCellPhone»

**ATTENTION:** «ReportTo»  
  
**Your File/Claim #:** «CustFileNbr»  
**Your Insured:** «InsuredFullName»  
**Insured Driver:** «DriverName»  
**Claimant(s):** «ClaimantList»  
**Date of Loss:** «DateOfAccident»  
**CIA File #:** «ClaimNbr»

**FIRST REPORT**

**ENCLOSURES/ATTACHMENTS:**

**ASSIGNMENT:**

**DATE, TIME AND PLACE:**

**DESCRIPTION OF SCENE:**

**DESCRIPTION OF ACCIDENT:**

Page 2

«DateCreated»

CIA File #: «ClaimNbr»

Your File #: «CustFileNbr»

**PHOTOGRAPHS AND DIAGRAM:**

**INSURED:**

**INSURED DRIVER:**

**PHYSICAL DAMAGE:**

**CLAIMANT DRIVER:**

**PASSENGERS:**

**BODILY INJURY:**

**PROPERTY DAMAGE:**

**CARGO:**

**SALVAGE:**

**WITNESSES:**

Page 3

«DateCreated»

CIA File #: «ClaimNbr»

Your File #: «CustFileNbr»

**OTHER INSURANCE:**

**OFFICIAL RECORDS:**

**SUBROGATION:**

**AUTHORITY:**

**DRAFTS/CHECKS:**

**FUTURE ACTIVITY:**

**Custard Insurance Adjusters, Inc.**

«AdjusterName»

«AdjusterTitle»

E: «DiaryAdjusterEmail»

C: «AdjusterWorkCellPhone»



«DateCreated»  
«CustomerName»  
«CustAddr1»  
«CustAddr2»  
«CustAddr3»  
«CustCity», «CustState» «CustZip»

**ATTENTION:** «ReportTo»

Your File/Claim #: «CustFileNbr»  
Your Insured: «InsuredFullName»  
Policy #: «PolicyNbr»  
Policy Dates:  
Claimant(s): «ClaimantList»  
Date of Loss: «DateOfAccident»  
CIA File #: «ClaimNbr»

**FIRST REPORT**

**ENCLOSURES/ATTACHMENTS:**

**ASSIGNMENT:**

**DATE, TIME AND PLACE:**

**DESCRIPTION OF SCENE:**

**DESCRIPTION OF OCCURRENCE:**

**PHOTOGRAPHS AND DIAGRAM:**

**INSURED:**

// \_\_\_\_\_

**Address Reply To:**

Office -  
«BranchAddr1»  
«BranchAddr2»  
«BranchCity», «BranchState»  
«BranchZip»  
T: «BranchPhone»  
F: «BranchFax»  
E: «BranchEmail»  
Adjuster -  
E: «DiaryAdjusterEmail»  
C: «AdjusterWorkCellPhone»

Page 2

«DateCreated»

CIA File #: «ClaimNbr»

Your File #: «CustFileNbr»

**COLLISION/COMPREHENSIVE:**

**COVERAGE:**

**PROPERTY DAMAGE:**

**CLAIMANT:**

**SUBROGATION:**

**SALVAGE:**

**FUTURE ACTIVITY:**

**Custard Insurance Adjusters, Inc.**

«AdjusterName»

«AdjusterTitle»

E: «DiaryAdjusterEmail»

C: «AdjusterWorkCellPhone»





// \_\_\_\_\_

«DateCreated»  
«CustomerName»  
«CustAddr1»  
«CustAddr2»  
«CustAddr3»  
«CustCity», «CustState» «CustZip»

**ATTENTION:**        «ReportTo»  
  
**Your File/Claim #:** «CustFileNbr»  
**Your Insured:**        «InsuredFullName»  
**Claimant(s):**        «ClaimantList»  
**Date of Loss:**        «DateOfAccident»  
**CIA File #:**        «ClaimNbr»

**Address Reply To:**

Office - «BranchName»  
«BranchRegionalMailingCenter»  
«BranchAddr1»  
«BranchAddr2»  
«BranchCity», «BranchState»  
«BranchZip»  
T: «BranchPhone»  
F: «BranchFax»  
E: «BranchEmail»  
Adjuster -  
E: «DiaryAdjusterEmail»  
C: «AdjusterWorkCellPhone»

**FIRST REPORT**

**ENCLOSURES/ATTACHMENTS:**

**ASSIGNMENT:**

**INSURED:**

**DATE, TIME AND PLACE:**

**DESCRIPTION OF SCENE:**

**PHOTOGRAPHS AND DIAGRAM:**

**DESCRIPTION OF ACCIDENT:**

Page 2

«DateCreated»

CIA File #: «ClaimNbr»

Your File #: «CustFileNbr»

**CLAIMANT:**

**WITNESSES:**

**BODILY INJURY:**

**PROPERTY DAMAGE:**

**OTHER INSURANCE AND CONTRIBUTION:**

**OFFICIAL RECORDS:**

**SUBROGATION:**

**AUTHORITY:**

**DRAFTS/CHECKS:**

**FUTURE ACTIVITY:**

**Custard Insurance Adjusters, Inc.**

«AdjusterName»

«AdjusterTitle»

E: «DiaryAdjusterEmail»

C: «AdjusterWorkCellPhone»



Custard Insurance Adjusters, Inc.
«BranchAddr1»
«BranchAddr2»
«BranchCity», «BranchState» «BranchZip»
Tel: «BranchPhone» Fax: «BranchFax»
«BranchEmail»

APPRAISERS REPORT

Customer Claim #: «CustFileNbr» CIA File #: «ClaimNbr» Date: «DateCreated»
Owner: Address:
Phone:
Date of Loss: «DateOfAccident»

Vehicle Description:

To- «ReportTo»
Co. «CustomerName»
«CustAddr1»
«CustAddr2»
«CustCity», «CustState» «CustZip»

Date Received: «DateReported» Date Contacted: Date Inspected:

REPAIR SHOP:

FEDERAL ID#:

Name:
Address:
Phone:

Agreed price with shop of owner's choice for \$
Less betterment \$
Less deductible \$
NET LOSS \$

LKQ OR AFTERMARKET PARTS-

VEHICLE LOCATION/TOWING & STORAGE-

Location:
Phone #: Email:
Towing Fees Description: \$
Storage Rate per Day: \$

REPAIR TIME-

OPEN ITEMS-

Description:

PRIOR DAMAGE-

Description:

REMARKS-

ENCLOSURES-

Custard Insurance Adjusters, Inc.
«AdjusterName»
«AdjusterTitle»
E: «DiaryAdjusterEmail»
C: «AdjusterWorkCellPhone»

---

## CONTRACT AMENDMENT

Effective Date 11/20/2024  
 Solicitation No. RFQu 20-014  
 SRM/SAP Contract No. 4701007797  
 City Clerk Contract No. 153293  
 Ordinance No. and Date S-46878; Aug. 26, 2020  
 Amendment No. 001

Contract Title Claims Adjusting and Vehicle Damage Appraisal Services  
 Contractor Custard Insurance Adjusters, Inc.  
 Contractor Email [jerickson@custard.com](mailto:jerickson@custard.com)

Buyer Name William M. Langbehn  
 Telephone No. (602) 495 – 7237  
 Buyer Email [william.langbehn@phoenix.gov](mailto:william.langbehn@phoenix.gov)

---

### THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. Pursuant to Section II – Standard Terms And Conditions, Subsection 5., Contract Changes, Item 5.1., Contract Amendments, this contract is hereby amended, such that:
  - a. In Section V – Scope, Subsection 7., Required Reports and Subsection 8., Settlement Authority all instances of the value of \$2,500 are removed and replaced with the value of \$7,500.
  - b. The first paragraph of Section V – Scope, Subsection 7., Required Reports, Item 7.3., Claims Over \$7,500:, is removed and replaced, in its entirety, to read, “For cases with reserves above \$7,500, reports to the City Risk Management Coordinator, Risk Manager, or Deputy Finance Director (as applicable) supervising the file shall be sent every 30 days from the date of the preceding report unless otherwise agreed upon by the adjuster and Risk Management staff. Contractor will provide enclosures so that the Risk Management file will contain all the information in the Contractor's file.”
  - c. In Section V – Scope, Subsection 8, Settlement Authority, is removed and replaced, in its entirety, to read, “The contractor will have settlement authority of up to \$7,500 per claimant. Payments exceeding \$7,500 cannot be settled without the express written approval of the City Risk Management Coordinator, Assistant Risk Management Administrator, or Deputy Finance Director (as applicable). Claims with values over \$15,000 are authorized through the City's Claims Committee. The Contractor will be responsible to reimburse the City for any unauthorized claim payment or commitment to pay.”
  - d. Section II - Standard Terms and Conditions is amended to add the following new paragraph:
    13. NO FORCED LABOR OF ETHNIC UYGHURS

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

2. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not, the original Agreement will govern to the extent necessary to support the intent of the Agreement.

**ALL OTHER CONTRACT PRICES, TERMS,  
AND CONDITIONS WILL REMAIN THE SAME**

**“City”**


City of Phoenix,  
A municipal corporation  
Jeffrey Barton, City Manager

By:  \_\_\_\_\_


Adriana Phillips  
Assistant Finance Director



Attest:

 \_\_\_\_\_ this 13 day of November 2024  
City Clerk

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

By:  \_\_\_\_\_  
David H. Benton Nov 8, 2024  
Chief Counsel



**“Contractor”**

Custard Insurance Adjusters, Inc.

Contractor acknowledges receipt of, and agreement with, the amendment. A signed copy must be returned to the Finance Department, Procurement Division

By:  \_\_\_\_\_

Name: Stephen Sills

Title: VP - General Counsel and Risk Manager

Date: November 7, 2024



