

**SIGN ORDINANCE CONSULTING SERVICES
Request for Proposals (RFP) 21-021**

SCHEDULE

| ACTIVITY (All times are local Phoenix time) | DATE | LOCATION/INFORMATION |
|--|--|---|
| Solicitation Issue Date | September 11, 2020 | |
| Pre-Offer Conference | Wednesday Sept. 16, 2020 at 1:00-2:00 PM via WebEx Live Meeting | Meeting Number (access code) – 126 518 6396 Meeting Password – 3k5bPg9RShC (or 35527497 from phones/video systems) Join by Phone +1-408-418-9388 (Toll Free) Access code – 126 518 6396 |
| Written Inquiries Due Date | Thursday September 24, 2020 by 2:00 PM | Email to jennifer.holland@phoenix.gov |
| Offer Due Date | Friday, October 9, 2020 at or before 2:00 PM | |
| Offer Submittal Methods & Location (In Person or Via Email) | | Access to City buildings is by appointment only. Please email Rebecca Verhoeven at rebecca.verhoeven@phoenix.gov and copy jennifer.holland@phoenix.gov to schedule an appointment to <u>submit an offer in person, by or before the Offer Due Date and Time.</u> Due to Covid19 pandemic, Bid Submittals may be submitted electronically to procurement@phoenix.gov and must be received on or before the Offer Due Date, as stated above. |

Submit proposals and requests for alternate formats to:

Jennifer Holland, Procurement Officer
City of Phoenix Finance Department
251 W. Washington St., 8th Floor
Phoenix, Arizona 85028
Telephone: (602) 261-8700 (7-1-1 Friendly)
jennifer.holland@phoenix.gov

This RFP does not commit the City to award any agreement.
All dates subject to change.



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SECTION I - INSTRUCTIONS

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SECTION I

1. INSTRUCTIONS:

The City of Phoenix Planning and Development Department (PDD) is seeking proposals for a consultant to assist with updating the existing sign code language to ensure it is legally sound, straightforward, easy to use and practical to enforce; identify and update any standards that are missing, unclear, need to be improved or need to be removed; and develop sign illumination standards. Contract start date shall be on or about February 1, 2021.

2. MINIMUM QUALIFICATIONS:

Each Consultant must demonstrate in its proposal that it meets the minimum qualifications, or its proposal will be disqualified as non-responsive.

3. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

Consultants are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Consultant agrees it will be bound by the agreement. The City anticipates a **two-year term**. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions;
- completing the services set forth in the Scope of Work (the "Services");
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.

4. PRE-PROPOSAL MEETING:

Consultants are encouraged to attend the pre-proposal meeting at the date and time listed on page one in the of this solicitation. Please register for this meeting by emailing the procurement officer on the front page.

5. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

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

6. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from a Consultant who has not registered in the City's eProcurement system.



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7. PREPARATION OF OFFER:

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

7.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Consultant's errors or omissions.

7.3. All time periods stated as a number of days will be calendar days.

7.4. It is the responsibility of all Consultants 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. Consultants are strongly encouraged to:

7.5. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

7.6. Study and carefully correlate Consultant's knowledge and observations with the solicitation and other related data.

7.7. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Consultant has discovered in or between the solicitation and such other related documents.

7.8. 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 Consultant is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

8. EXCEPTIONS:

Consultant must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Consultants must conform to all the requirements specified in the solicitation. The City encourages



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Consultants to ask the procurement officer questions rather than including exception in their Offer.

9. INQUIRIES:

All questions that arise relating to this solicitation should be directed to the procurement officer on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum.

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

10. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum. The Consultant must acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.

11. LICENSES:

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

12. CERTIFICATION:

By signature in the offer section of the Affidavit page, Consultant certifies:

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

13. 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 on the cover page. Late offers will not



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be considered. The prevailing clock will be the Department clock. Offers must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Consultant's Name
- Consultant's Address (as shown on the Affidavit Page)
- Solicitation Number
- Solicitation Title

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

14. WITHDRAWAL OF OFFER:

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

15. OFFER RESULTS:

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

16. PRE-AWARD QUALIFICATIONS:

16.1 Offeror must have been in operation a minimum of 5 years. The Offeror's normal business activity during the past 5 years will have been updating zoning codes, demonstrating experience and knowledge of the general principles and background law applicable to zoning and land use planning, as well as familiarity with particular municipal and/or county codes and any knowledge of sign illumination standards, and presenting, providing public engagement activities, and working with diverse groups of people representing varied points of view. (This information must be provided in The Submittal section, Years in Business and Customer Reference Listing of this solicitation.)

16.2 Upon notification of an award the Consultant will have 5 business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.



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17. AWARD OF CONTRACT:

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

Factors that will be considered by the City include:

- Technical capability of the Consultant to accomplish the scope of work required in the Solicitation. This includes 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,
- Vendor history of performance and termination for convenience or cause.

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.

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

The City reserves the right to disqualify any Consultant on the basis of 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 Consultant submitting an offer herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

19. SOLICITATION TRANSPARENCY POLICY:

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



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- 19.2** Offerors may discuss their proposal 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.
- 19.3** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 19.4** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 19.5** "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

20. PROTEST PROCESS:

- 20.1** Consultant 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.



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- 20.2** 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.
- 20.3** Consultant may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Consultant was notified of the adverse determination.
- 20.4** Consultant may protest an award recommendation if the Consultant can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Consultant on the City's website. Consultant 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.
- 20.5** All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
- Identification of the solicitation number;
 - The name, address and telephone number of the protester
 - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - The form of relief requested; and
 - The signature of the protester or its authorized representative.
- 20.6** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

21. PUBLIC RECORD:

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Consultant believes that a specific section of its Offer response is confidential, the Consultant will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. A Consultant may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Consultant clearly labels the information "confidential." To the extent necessary for the evaluation process,



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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 Consultants 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 a Consultant in writing of any request to view any portion of its Offer marked “confidential.” The Consultant will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Consultant 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.

22. 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 Consultant that its Offer was disqualified for being a late Offer.

23. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Consultant 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 Consultant on the basis of any real or apparent conflict of interest that is disclosed by the Consultant 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 Consultant 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 Consultant.

24. AWARD:

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

25. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.



SECTION I - INSTRUCTIONS

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26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- 26.1** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 26.2** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 26.3** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 26.4** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 26.5** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 26.6** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.



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27. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:


During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

28. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

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

29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

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

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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.

30. BEST AND FINAL OFFERS (BAFO):

- 30.1** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City’s sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 30.2** If an Offeror’s BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 30.3** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 30.4** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

31. EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible proposer(s) whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided below.

| | | |
|----------------------------------|-----|--------|
| A. Experience and Qualifications | 300 | POINTS |
| B. Approach to Scope of Work | 250 | POINTS |
| C. Public Outreach Strategy | 250 | POINTS |
| D. Cost | 200 | POINTS |

TOTAL AVAILABLE POINTS: 1000 POINTS

A. Offeror’s Experience and Qualifications (300 points)



SECTION I - INSTRUCTIONS

CITY OF PHOENIX

- i. The qualifications, expertise and availability of Offeror and personnel to be assigned to the City.
- ii. Knowledge of, and experience with, sign code development and adoption services for municipalities comparable to the City of Phoenix and with a current population of at least 400,000.
- iii. Knowledge of, and experience with, sign illumination technology, development of sign illumination standards and provision of adoption services for municipalities comparable to the City of Phoenix and with a current population of at least 400,000.
- iv. Experience in providing similar services to other local governments comparable in scope and complexity to the City of Phoenix.

B. Approach to Scope of Work (250 points)

- i. Offeror's approach to scope of work and communications with the City.
- ii. Offeror's proposed methodologies to conduct tasks/deliverables efficiently.
- iii. Offeror's approach to training.

C. Public Outreach Strategy (250 points)

- i. Offeror's experience with public outreach designed to inform and engage community stakeholders and the public.
- ii. Offeror's approach, methodology, and deliverables for developing and successfully implementing comprehensive public involvement and outreach plans as it relates to the requirements discussed in this Section V, Scope of Work

D. Cost (200 points) – Offeror's Total Cost



SECTION II – DRAFT AGREEMENT

CITY OF PHOENIX

DRAFT AGREEMENT

Professional Services

Consulting Agreement

AGREEMENT NO. _____

**JENNIFER HOLLAND, PROCUREMENT OFFICER
CITY OF PHOENIX FINANCE DEPARTMENT
251 W. WASHINGTON ST., 8TH FLOOR
PHOENIX, ARIZONA 85003
TELEPHONE: (602) 262-7181
jennifer.holland@phoenix.gov**

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF PHOENIX

INSERT LEGAL NAME OF CONTRACTOR HERE

This **AGREEMENT** is made and entered into this **Enter date** of **Enter month**, 20**Enter year**, (“the Effective Date”), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and **[insert legal name of Contractor here, insert state of corporation and correct business name – Corporation, LLC, etc. (confirmed with Arizona Corporation Commission)]**, (hereinafter referred to as “Consultant or Contractor”).

RECITALS

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

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

1. TERM OF AGREEMENT:

1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for **[insert term]** years.

1.2. This Agreement will terminate upon the earliest occurrence of any of the following:

1.2.1. reaching the end of the term exercised as set forth in 1.1;



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

2. PAYMENT:

- 2.1. Contractor will submit monthly invoices on or before the 5th day of every month. Each invoice will be accompanied with itemized receipts, if applicable. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s rights.
- 2.2. Invoices shall be submitted to:
invoices@phoenix.gov
cc: david.williams@phoenix.gov

3. METHOD OF ORDERING (PURCHASE ORDERS):

Contractor will deliver items and/or services only upon receipt of a written purchase order issued by the department. All contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

4. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in *EXHIBIT A – SCOPE OF WORK*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *EXHIBIT E*. Contractor will provide progress reports to the [Insert who Contractor is to provide report to, or just use “the City”] according to a mutually agreed-upon schedule.

5. EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS - SEE EXHIBIT C



SECTION II – DRAFT AGREEMENT

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6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.

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

6.2 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

7. LEGAL WORKER REQUIREMENTS:

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

- 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 Arizona Revised Statutes § 23-214, subsection A.
- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

8. CONFIDENTIALITY AND DATA SECURITY:

8.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with



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this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

- 8.2.** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 8.3.** In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 8.4.** Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 8.5.** The obligations of Contractor under this Section will survive the termination of this Agreement.

9. CONTACTS WITH THIRD PARTIES:

- 9.1** Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such



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testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

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

10. SBE/ DBE UTILIZATION:

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

11. AUDIT/RECORDS:

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

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

12. COMPLIANCE WITH LAWS:

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

13. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in *EXHIBIT A – SCOPE OF WORK* substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the



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compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor’s risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

14. NO ORAL ALTERATIONS:

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

15. NOTICES:

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

If to Contractor:



If to City:

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

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



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16. INTEGRATION:

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

17. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

18. FISCAL YEAR CLAUSE:

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

19. TERMINATION OR SUSPENSION OF SERVICES:

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

- Discontinue advancing the work in progress, or such part that is described in the notice.
- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.



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- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

20. FINAL PAYMENT:

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

20.2 TEMPORARY SUSPENSION: The City may, by written notice, direct Contractor to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Contractor in performance, and not due to fault or negligence of Contractor, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

21. PROFESSIONAL COMPETENCY:

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

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

22. SPECIFIC PERFORMANCE:



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

23. FORCE MAJEURE:

Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

24. DOCUMENTATION:

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

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

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

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



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25. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:

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

26. CONFLICTS OF INTEREST:

- 26.1** Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- 26.2** The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- 26.3** Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.
- 26.4** This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

27. PUBLIC RECORDS:

- 27.1.** Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by



SECTION II – DRAFT AGREEMENT

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laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.

- 27.2.** In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.
- 27.3.** In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

28. CLAIMS OR DEMANDS AGAINST THE CITY:

- 28.1** Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.
- 28.2** Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on

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which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

29. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

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

30. CONTINUATION DURING DISPUTES:

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

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

31. THIRD PARTY BENEFICIARY CLAUSE:

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

32. 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.

33. 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.

34. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

34.1. In order to do business with the city, contractor must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment



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opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

- 34.2.** 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.
- 34.3.** 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



SECTION II – DRAFT AGREEMENT

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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.

34.4. DOCUMENTATION: Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

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

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APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”);

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

By: _____
TJ Martin
Deputy Finance Director

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:
Cris Meyer, City Attorney

By: _____
[Add Name]
Assistant Chief Counsel

**[TYPE FULL LEGAL NAME OF
CONSULTANT] “Consultant”**

By: _____

[Type Name of Signatory]

Title: _____



EXHIBIT A – SCOPE OF WORK

CITY OF PHOENIX

EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION

The City of Phoenix Planning and Development Department (PDD) is seeking proposals for a consultant to assist with updating the existing sign code language to ensure it is legally sound, straightforward, easy to use and practical to enforce; identify and update any standards that are missing, unclear, need to be improved or need to be removed; and develop sign illumination standards. The consultant will collaborate with staff to update the sign code to leverage staff time and expertise. The project has an anticipated duration of 2 years. Shorter or longer time frames can be proposed by the offeror. The Planning and Development Department is responsible for updating the Zoning Ordinance to improve and clarify the regulations and to ensure all legal requirements are met. The U.S. Supreme Court Decision in *Reed et al. v. Town of Gilbert, Arizona et al.* (135 S. Ct. 2218, 576 US_, 192 L. Ed. 2d 236 (2015)) (**Attachment 1 to this solicitation**) impacts how jurisdictions can legally control signage. The City of Phoenix sign regulations need to be clarified and modified to address potential legal challenges. The expertise of a reputable consultant will ensure that the final language meets all legal tests, is clear, consistent, appropriate, supports the vision and goals of the city and is legally defensible. The updated sign code shall be content neutral, easy to use, practical to enforce and apply directly to the City of Phoenix.

2. OBJECTIVE

The City's objective is to update sign ordinance regulations to meet legal requirements and develop sign illumination standards that consider current entitlements, and which consist of language that the general public can understand.

- a. Consultant must use proven methodologies to complete the tasks and deliverables in the scope of work.
- b. Consultant must review the following to ensure consistency with industry standards and identify best practices:
 - i. American Planning Association (www.planning.org), Arizona Sign Association (www.arizonasign.org), the International Sign Association (www.signs.org), and the Illuminating Engineering Society (ies.org) should be reviewed for best practices.
 - ii. The sign ordinances must meet the content neutral provisions and options of the U.S. Supreme Court Decision in *Reed et al. v. Town of Gilbert, Arizona et al.* and all applicable Federal, State and City codes/regulations and the Constitution of the United States of America.



EXHIBIT A – SCOPE OF WORK

CITY OF PHOENIX

3. TASKS/DELIVERABLES

Offeror's submittal must clearly demonstrate their ability to meet the goals of the City and provide the following:

- a. Review and provide expert advice on the text amendment to streamline, clarify and clean up sign ordinances and address the U.S. Supreme Court Decision in *Reed et al. v. Town of Gilbert, Arizona et al.* (135 S. Ct. 2218, 576 US_, 192 L. Ed. 2d 236 (2015)), (and provide a written report that summarizes Contractor's analysis.
- b. Provide advice and recommendations on the text amendment regarding sign code illumination standards including enforcement and implementation of recommended illumination standards, to streamline and clarify, and provide a written report that summarizes Contractor's analysis.
- c. Draft text amendment language in the City-requested format:
 - Paper format and electronic format (Word, PDF) for each draft,
 - Administrative Draft (internal staff review only),
 - Public Review Draft including recommendations from other Departments and Village Planning Committees (public document),
 - Revised Public Review Draft (public document incorporating comments from public meetings and the Planning Commission); and
 - Provide Final Draft for City Council consideration and adoption.
- d. Participate in public outreach to solicit feedback during code development using approximately 8 stakeholder meetings that include City of Phoenix staff. Develop and co-facilitate a broad-based public participation process. Specify how and when the public will be engaged throughout the sign code rewrite process. The project is likely to span a two-year period, therefore, it is essential to explain the proposed approach and methods to be used that will continue project momentum throughout the process including, but not limited to, timeliness, milestone completion, and stakeholder participation.
- e. Provide a proposed project schedule with major process steps including project startup, public engagement, code drafting and adoption.
- f. Develop a summary sheet or matrix of the code changes in comparison to existing regulations and design guidelines within the City of Phoenix and in other comparable cities.



EXHIBIT A – SCOPE OF WORK

CITY OF PHOENIX

- g. Provide monthly progress reports and research information relative to the project to Planning and Development Department staff (Deputy Director, Zoning Administrator and Planner III over the Sign Section). Clearly communicate how the regulatory effects of the proposed ordinance may differ from the effects of the current ordinance. Background information regarding subjects addressed in the new ordinance, which are not addressed in the current ordinance shall be submitted by matrix. Progress Reports must be in writing and contractor will be available during normal business hours to respond to staff questions or feedback. Reporting elements shall include the following:
- Project Scope/Description of Work/Project Changes.
 - Summary Schedule/Project Milestones.
 - Project Progress – Planned and Actual, Intermediate (Contractor) Milestones.
 - Current Status-Reporting Period.
 - History of Completed Work Milestones.
- h. Attend approximately two City of Phoenix Law Department Review meetings and respond to questions, provide background and recommendations when appropriate. Incorporate changes in the draft sign code as necessary.
- i. Attend Planning Commission and City Council public hearings to support lead City staff and, as necessary, provide background and assistance to address issues that may arise during the review and creation of recommendations or approval of the draft sign ordinances, including approximately 2 Planning Commission meetings, 2 City Council Subcommittee meetings, and 2 Formal City Council Hearings.
- j. Post adoption of the updated Code sections, conduct a minimum of two training sessions for key City staff members from the following City Departments (Neighborhood Services Department, City Prosecutor’s Office, City Law Department, and Planning and Development Department) to ensure all staff that the city deems necessary will have a thorough understanding of the regulatory provisions of the updated sign code. A total of 24-30 staff members are anticipated to be included.
- k. Create a PowerPoint presentation with associated handouts to summarize and track proposed changes in sign regulations to be used for public engagement and Village Planning Committee presentations. This task includes one revision for each PowerPoint presentation and associated handouts.



EXHIBIT A – SCOPE OF WORK

CITY OF PHOENIX

- I. Create a PowerPoint presentation with associated handouts for training materials for sign enforcement and the citation process. This task includes one revision for each PowerPoint presentation and associated handouts.

4. PAYMENT SCHEDULE

- a. Prices shall be all inclusive, including travel and per diem expenses.
- b. Payments will be made in proportion to the deliverables completed, and no more than ninety percent (90%) of the total contract price will be paid before the work is totally completed and accepted by PDD.

5. ACCEPTANCE CRITERIA

Final acceptance of deliverables will be provided only after successful completion of the deliverables, as deemed by PDD. Final acceptance will not occur until all tasks and deliverables have been successfully performed.

6. CITY RESPONSIBILITIES

- a. City will provide, as a starting point, a current draft of a partially updated sign regulation text amendment.
- b. City will provide an example of the table format to be used for proposed sign code text amendments.
- c. City staff will review and approve final draft ordinance language and associated graphics and documents recommended by the Contractor prior to wider distribution.
- d. City staff will provide a schedule in advance of public hearings and stakeholder meetings that must be attended by the Contractor.
- e. City will provide a written response to Contractor's proposed changes within ten business days.

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|  | EXHIBIT B – FEE SCHEDULE | CITY OF PHOENIX |
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EXHIBIT B – FEE SCHEDULE

To be added from successful proposer's proposal before execution of this Agreement.



EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS

INDEMNIFICATION CLAUSE:

1. 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.



EXHIBIT C – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

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 **Jennifer Holland, Finance Department, Procurement Division, 251 W. Washington St., 8th Floor, Phoenix, AZ 85003.**

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.



EXHIBIT C – INSURANCE AND INDEMNIFICATION

CITY OF PHOENIX

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 **Jennifer Holland, Finance Department, Procurement Division, 251 W. Washington St., 8th Floor, Phoenix, AZ 85003**. 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.

| | | |
|---|---|------------------------|
|  | EXHIBIT D – CONSULTANT’S INSURANCE CERTIFICATE | CITY OF PHOENIX |
|---|---|------------------------|

EXHIBIT D - CONSULTANT’S INSURANCE CERTIFICATE

Successful proposer’s Insurance Certificate to be added before execution of this Agreement.



**EXHIBIT E – SUPPLEMENTAL TERMS AND
CONDITIONS**

CITY OF PHOENIX

EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS

1. NON-ASSIGNABILITY:

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

AND

An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals, _____ and _____. Therefore, should any of the above named individuals sever their relationship with the Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for an extended period of time, which period shall be determined at the sole discretion of the City, then the City, without notice, may immediately terminate this Agreement for cause.

2. TITLE:

All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Consultant in the performance of this Agreement are to be and remain "works for hire" under Title 17, United States Code, and the property of the City and all copyright ownership and authorship rights in the work(s) shall belong to the City pursuant to 17 U.S.C. § 201(b). In the event that the work(s) that is/are the subject matter of this Agreement is deemed to not be work for hire, then Consultant hereby assigns to the City all of the right, title and interest for the entire world in and to the work(s) and the copyright therein. Consultant agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

All documents, together with all unused materials supplied by the City, are to be delivered to the City upon termination of this Agreement before the final payment is made to Consultant.



SECTION III – SUBMITTALS

CITY OF PHOENIX

SECTION VI – SUBMITTALS

1. **COPIES:** If submitting bid by appointment per the instructions on first page of this solicitation, please submit one original, 5 copies, and one electronic copy (portable drive or CD) of the Submittal Section and all other required documentation. **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.**
2. If submitting a bid electronically to procurement@phoenix.gov, the offer must be by the bid due date as indicate on first page of this solicitation. **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).**

3. OFFER SUBMITTAL FORMAT:

The written offer should be:

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

Tab 1 Offeror’s Experience and Qualifications, including resumes of Key Personnel (no more than 1 page each person, double sided).

Tab 2 Offeror’s Approach to Scope of Work, including:

- Descriptions of Offeror’s methodologies to perform tasks/deliverables, while considering all aspects of the Scope of Work.
- Experience with holding public meetings, presentations, gathering feedback from stakeholders, sign industry professionals, neighborhood groups, and the business community.
- Offeror’s approach to training

Tab 3 Offeror’s Public Outreach Strategy, including:

- Two examples of relevant projects completed by the Offeror that exhibits the ability to complete the range of services in this solicitation.
- Approach, methodology, and deliverables for developing and successfully implementing comprehensive public involvement and outreach plans as it relates to the scope of work requirements.

Tab 4 Section III -Submittals (pages 27-37 of this solicitation)

Tab 5 Signed Addenda, if applicable



SECTION III – SUBMITTALS

CITY OF PHOENIX

4. 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 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.**



SECTION III – SUBMITTALS

CITY OF PHOENIX

5. PRICE SCHEDULE:

Contractor shall provide pricing per the table below indicating a total not to exceed amount. Offeror may provide additional information regarding their pricing below, as a “Tab 6” of the Bid Submittal (See Item 2. Offer Submittal Format).

| Item No. | Description | Total Price |
|--------------------------------|---|--------------------|
| 1 | Review, Advise and Draft Text Amendment (all inclusive) | \$ |
| 2 | Provide Public Outreach/Attend meetings and public hearings (all inclusive) | \$ |
| 3 | Create Training Materials and Conduct 2 Training Sessions (all inclusive) | \$ |
| 4 | Provide Monthly Progress Reports (all inclusive) | \$ |
| Total Price (Items 1-4) | | \$ |

OPTIONAL HOURLY RATE

| | |
|-------------|----|
| Hourly Rate | \$ |
|-------------|----|



SECTION III – SUBMITTALS

CITY OF PHOENIX

6. AFFIDAVIT

The undersigned Consultant hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Consultant further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Consultant.

The undersigned Consultant acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on Consultant's submitted information and the representation that Consultant has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Consultant.
3. Consultant has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Consultant errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. All costs incurred by Consultant in connection with this proposal shall be borne solely by Consultant. Under no circumstances shall the City be responsible for any costs associated with Consultant's proposal or the RFP process.
8. Consultant has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
9. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.



SECTION III – SUBMITTALS

CITY OF PHOENIX

10. To the best of the Consultant’s knowledge, the information provided in its proposal is true and correct and neither the undersigned Consultant nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.



SECTION III – SUBMITTALS

CITY OF PHOENIX

Signature(s)

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

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

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

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

Consultant’s Contracting Entity (Legal Name¹): _____

¹The successful Consultant must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the Consultant.*



SECTION III – SUBMITTALS

CITY OF PHOENIX

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*



SECTION III – SUBMITTALS

CITY OF PHOENIX

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

1. Name of person submitting this disclosure form.

| First | MI | Last | Suffix |
|-------|----|------|--------|
|-------|----|------|--------|

2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

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



SECTION III – SUBMITTALS

CITY OF PHOENIX

7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

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

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

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

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

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



SECTION III – SUBMITTALS

CITY OF PHOENIX

regulations.

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

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

8. Acknowledgements

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

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

B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to:

| | | |
|---|---------------------------------|------------------------|
|  | SECTION III – SUBMITTALS | CITY OF PHOENIX |
|---|---------------------------------|------------------------|

telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

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

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.
 Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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