



CITY OF PHOENIX
HUMAN SERVICES DEPARTMENT

REQUEST FOR PROPOSALS
RFP-20-CSSD-38

COMPREHENSIVE COMMUNITY NEEDS ASSESSMENT

PROCUREMENT OFFICER
Vanessa Quintana
602-534-1032
vanessa.ramirez@phoenix.gov

Are you SBE/DBE certified? For more information, go to:
<http://insidephx/depts/eod/certification>

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



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SOLICITATION RESPONSE CHECKLIST

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

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.

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



SECTION I – INSTRUCTIONS

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1. DESCRIPTION OF NEED:

Pursuant to Chapter II, Section 2, Paragraph (I) of the Phoenix City Charter, the City of Phoenix Human Services Department (HSD) is seeking the consultant services of a qualified firm or individual with the capability to conduct a comprehensive community assessment within the service area of the Human Services Department.

2. 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 one-year term, with two one-year options to extend, for total aggregate of three years. 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.

3. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	September 17, 2020
Pre-Offer Conference	No Pre-Offer Conference
Written Inquiries Due Date	September 24, 2020 by 3:00 p.m. Email to: hsdprocurement@phoenix.gov
Response to Written Inquiries	October 1, 2020
Offer Due Date and Time	October 8, 2020 by 3:00 p.m.
Offer Submittal Location	Bids shall be submitted electronically via email to hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email when submitting your bid.



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4. PRE-PROPOSAL MEETING:

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

5. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

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

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.

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



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7.4.2. Study and carefully correlate Consultant’s knowledge and observations with the solicitation and other related data.

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

7.5. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. 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 Consultants to ask the procurement officer questions rather than including exception in their Offer.

9. INQUIRIES:

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

9.2. 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.

9.3. 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,



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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. BUSINESS IN ARIZONA

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

12. LICENSE:

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.

13. 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.

14. SUBMISSION OF OFFER:

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

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

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



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- Solicitation Number
- Solicitation Title

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

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

15. WITHDRAW 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.

16. OFFER RESULTS:

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

17. PRE-AWARD QUALIFICATIONS:

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

17.2. After the City receives and approves the certificate of insurance the Consultant will receive notice to submit a complete work schedule. The Consultant will have 10 business days to complete and submit the work schedule.

17.3. Consultant is required to include in the work schedule the number of workers, for each location, they employ to complete the services as specified in scope of work. If any of the above requirements are not met, the Consultant's submittal will be deemed non-responsive and the next most responsible Consultant will receive notification initiating the pre-award qualification process.



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18. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most highly rated, 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:

- Method of Approach (450 Points)
- Experience of Key Personnel (300 points)
- Cost/Budget (250 points)

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.

19. 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.

20. SOLICITATION TRANSPARENCY POLICY:

20.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. 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.

20.2. 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



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scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

20.3. 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.

20.4. 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.

20.5. "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.

21. PROTEST PROCESS:

21.1. 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.

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



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21.3. 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.

21.4. 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.

21.5. 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.

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

22. 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, information marked as "confidential"



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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.

23. LATE OFFERS:

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

24. 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.

25. CONTRACT AWARD:

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

26. 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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27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- 27.1.** Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 27.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 27.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 27.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the 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.
- 27.5.** The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.



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27.6. The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

28. 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.

29. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

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

30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

30.1. 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.

30.2. 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).

30.3. 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



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may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

30.4. To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

31. BEST AND FINAL OFFER (BAFO):

31.1. 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.

31.2. 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.

31.3. The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

31.4. 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.



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

CITY OF PHOENIX

**PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

AGREEMENT NO. _____

**Vanessa Quintana
Procurement Officer
Human Services Department
200 W. Washington Street, 18th Floor
Phoenix, AZ 85003
(602) 534-1032
Vanessa.ramirez@phoenix.gov**



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

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**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

CITY OF PHOENIX

PROFESSIONALS SERVICES CONSULTING AGREEMENT

BETWEEN

THE CITY OF PHOENIX

AND

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”), 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**, (hereinafter referred to as “Contractor”).

It is agreed by and between the parties as follows:

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services/
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. 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**.
6. This Agreement is established in accordance with RFP-20-CSSD-38. Attached hereto, incorporated herein and by this reference made a part hereof. The Contractor by accepting this Agreement, has agreed to all terms and conditions as stated therein in accordance with solicitation number RFP-20-CSSD-38.

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

1. TERM OF AGREEMENT:

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



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

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- 1.2.1. reaching the end of the term exercised as set forth in 1.1;
- 1.2.2. completing the services set forth in the Scope of Work attached as EXHIBIT A – SCOPE OF WORK (the “Services”);
- 1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or
- 1.2.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT:

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



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

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

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

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**. Consultant will provide monthly progress reports to the City.

4. INDEMNIFICATION AND INSURANCE REQUIREMENTS: SEE EXHIBIT C.

5. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER:

5.1. 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.

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



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have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

6. LEGAL WORKER REQUIREMENTS:

6.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any 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.

7. CONFIDENTIALITY AND DATA SECURITY:

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

7.2. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, 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.

7.3. 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



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and, where applicable, the cost of notifying individuals who may be impacted by the breach.

7.4. 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.

7.5. The obligations of Contractor under this Section will survive the termination of this Agreement.

8. CONTACTS WITH THIRD PARTIES:

8.1. 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 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.

8.2. 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.

9. 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.

10. AUDIT/RECORDS:

10.1. 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.



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10.2. 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.

11. 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.

12. AMENDMENTS:

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

13. NO ORAL ALTERATIONS:

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

14. NOTICES:

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



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If to Contractor:



If to City:

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

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

15. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, 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.

16. GOVERNING LAW: FORUM; VENUE:

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

17. FISCAL YEAR CLAUSE:

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a



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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.

18. TERMINATION OR SUSPENSION OF SERVICES:

18.1. City's Right to Terminate: The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying 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.
- 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.

19. FINAL PAYMENT:

19.1. 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.

19.2. 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.



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20. PROFESSIONAL COMPETENCY:

20.1. 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.

20.2. 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.

21. SPECIFIC PERFORMANCE:

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.

22. 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").

23. DOCUMENTATION:

23.1. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or



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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.

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

23.3. 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.

23.4. 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.

24. RELEASE OF INFORMATION:

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.

25. CONFLICT OF INTEREST:

25.1. 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.

25.2. 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.

25.3. 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



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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.

25.4. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

26. PUBLIC RECORDS:

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

26.2. 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.

26.3. 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.



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27. CLAIMS OR DEMANDS AGAINST THE CITY:

27.1. 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.

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

28. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

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.

29. CONTINUATION DURING DISPUTES:

29.1. 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.

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

30. THIRD PARTY BENEFICIARY CLAUSE:

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



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31. LAWFUL PRESENCE REQUIREMENT:

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

32. NO ISRAEL BOYCOTT:

By entering into this 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.

33. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

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

33.2. 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.

33.3. 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



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

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

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



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APPROVALS

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

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

COMPANY, an **Arizona corporation**

By: _____

By: _____

Marchelle F. Franklin
Human Services Director

NAME
TITLE

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney



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**EXHIBIT A
SCOPE OF WORK**

1. STATEMENT OF NEED

Pursuant to Chapter II, Section 2, Paragraph (I) of the Phoenix City Charter, the City of Phoenix Human Services Department (HSD) is seeking the consultant services of a qualified firm or individual with the capability to conduct a community assessment within the service area of the Human Services Department.

Every three years, the U.S. Department of Health and Human Services (DHHS) requires the HSD to perform a Community Assessment of its service area to determine whether there have been significant changes in the demographics and needs of the participants. The Community Assessment must be updated to better serve adults, children and families. The assessment data is analyzed, and information is used in the Department's planning process including but not limited to, the long-term and short-term goals, program and fiscal considerations such as the philosophy, needed services, program options, recruitment area, and the selection criteria. The Consultant will conduct a comprehensive Community Assessment for the Human Services Department in the first year of the contract. In the subsequent two years, the Consultant will review the Community Assessment, and complete and submit brief updates.

Funding is made available from the U.S. Department of Health & Human Services, Office of Head Start and the Community Service Block Grant for the completion of this project, and will be administered by the City of Phoenix Human Services Department.

2. BACKGROUND

The Human Services Department is the designated Community Action Agency for the City of Phoenix and provides a comprehensive array of services to help people achieve their highest levels of self-sufficiency. Services and programs reach a diverse population of Phoenix residents from infants participating in Early Head Start programs to older adults attending senior center activities. HSD accomplishes its mission through the following Divisions.

- The Education Division operates a Birth to Five program composed of comprehensive child development programs that serve children from age birth to five years and their families. It is a child-focused program, with the overall goal of increasing the social competence and school readiness of young children, including children with disabilities, in income eligible families.



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The services are also family-centered, following the tenets that children develop in the context of their family and culture and that parents are respected as the primary educators and nurturers of their children. The programs offer family members opportunities and support for growth and change, believing that people can identify their own strengths, needs, and interests and are capable of finding solutions. The HSD Education Division currently serves approximately 3,500 children and families through three program options: classroom-based pre-school services, infant and toddler home based services, and child care partnerships.

- The Victim Services Division includes the Phoenix Family Advocacy Center (FAC), which provides comprehensive services to victims of crimes, such as domestic and sexual violence, child abuse, homicide, cold case sexual assault, and other violent crimes. Utilizing partnerships within community-based organizations, the FAC provides valuable advocacy services to victims and families from a multi-disciplinary approach. Services include crisis intervention, safety planning, protective order assistance, short-term counseling, long-term case management, support groups, forensic medical examinations, transportation assistance, and information/referral services. The FAC also provides funding for centralized screening and emergency shelter placement services; housing-based case management for survivors of human trafficking; and rental/utility deposits for victims moving into permanent housing.
- The Phoenix Homeless Services Division is committed to ending homelessness through a comprehensive, regional approach to housing and services in coordination and collaboration with Maricopa Regional Continuum of Care. The Homeless Services Division provides homeless services, coordination of the Heat Relief Network and the annual Homeless Street Count. In addition, the unit oversees contracts with community-based organizations to provide emergency shelter, transitional housing, permanent supportive housing and other supportive services for homeless families and individuals. The Strategic Initiatives Section involves the community by cultivating strong relationships to support our Fast Track Cities, Domestic Violence, Human Trafficking, and Age Friendly Campaigns.
- The Community and Senior Services Division (CSSD) is committed to developing, implementing and operating human services programs to meet emergency, short-term and long-term needs of eligible low-income residents. Through CSSD's three family services centers, a broad range of assistance is



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offered to residents including information and referral, case management and emergency financial assistance. The Community Initiatives Section involves the community by cultivating strong partnerships and collaborations through its Volunteer Income Tax Assistance and Landlord and Tenant education programming. The Senior Services program is committed to promoting independence, maintaining dignity and maximizing the quality of life for its customers through socialization opportunities, supportive services and resource referrals. Services are designed to alleviate isolation and feelings of loneliness and support and encourage independence for older and disabled individuals. CSSD operates 15 senior centers and provides congregate and home delivered meals to seniors.

3. PROJECT DESCRIPTION

A comprehensive Community Assessment will be conducted in the first year of the contract, with updates completed in the following two years. The firm or individual selected will be responsible for the collection and analysis of information that meets the requirements of the Office of Head Start and the Community Service Block Grant.

3.1. The Office of Head Start regulations mandate each Early Head Start and Head Start grantee conduct a Community Assessment within its service area that meets community needs and builds on strengths and resources as follows:

(1) A grantee must conduct a community needs assessment at least once over the five-year grant period. The assessment must use data that describes community strengths, needs, and resources and include, at a minimum, all information identified on the Community Assessment Matrix at the following link:

<https://eclkc.ohs.acf.hhs.gov/program-planning/article/community-assessment-matrix>

(2) A program must annually review and update the community assessment to reflect any significant changes including increased availability of publicly-funded pre-kindergarten- (including an assessment of how the pre-kindergarten available in the community meets the needs of the parents and children served by the program, and whether it is offered for a full school day), rates of family and child homelessness, and significant shifts in community demographics and resources.



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(3) A program must consider whether the characteristics of the community allow it to include children from diverse economic backgrounds that would be supported by other funding sources, including private pay, in addition to the program’s eligible funded enrollment. A program must not enroll children from diverse economic backgrounds if it would result in a program serving less than its eligible funded enrollment.

3.2. The Office of Community Services, in compliance with the Community Service Block Grant requirements, has established Organizational Standards that define the components of the Community Assessment conducted every three years. The Community Needs Assessment shall meet the following requirements for public entities:

Organizational Standard	Requirement
1.2	Analyze information collected directly from low-income individuals.
2.2	Utilize information gathered from key sectors of the community in assessing needs and resources to include at a minimum: community-based organizations, faith-based organizations, private sector, public sector, and educational institutions.
3.1	Conduct a community assessment and issue a report every 3 years.
3.2	Collect and include current data specific to poverty and its prevalence related to gender, age, and race/ethnicity.
3.3	Collect and analyze both qualitative and quantitative data on its service area.
3.4	Includes key findings on the causes and conditions of poverty and the needs within the service area.
3.5	Governing board formally accepts the completed assessment.
4.2	Informs an outcome based, anti-poverty focused Community Action plan.
6.4	Customer satisfaction data and customer input, collected as part of the community assessment, is included in the agency’s strategic planning process.



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3.3. Method of Approach

The Consultant will utilize a sound methodological approach to arrive at a determination of unmet needs / service gaps in the community. This determination will be based upon assessment of the needs of adults, children, and families in the community and the extent to which identified strengths of the community and the extent to which identified strengths of the community are able to meet and address identified needs.

The methodological approach will be strengths-based; involve an integration of relevant data indicators from a variety of credible sources; include community level analyses for a subset of data indicators (Community Assessment Matrix) methods to incorporate and interpret data in an effort to confidently draw inferences regarding needs and assets within and across report domains while examining trends over time. The Consultant shall include statewide, regional and community level analyses for additional data indicators. The Consultant shall include data from the community needs assessments completed by the following entities and community members at a minimum:

- First Things First
- Maricopa County Department of Public Health and Human Services Department
- Southwest Human Development
- Catholic Charities
- Urban Strategies
- Child Crisis Arizona
- Chicanos Por La Causa
- Low income and vulnerable households

The raw data gathered from the entities listed above shall be analyzed by the Consultant and incorporated into the findings on the Final Report.

3.4. Determining Needs and Assets

The Consultant will design and employ appropriate methods to incorporate and interpret data to confidently draw inferences regarding needs and assets within each report domain. Inferences will be based on a meaningful interpretation and synthesis of data included in the report.

The approach for determining unmet needs will include comparing the current circumstances of the young children and families to the desired situation. The



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Consultant is required to consider current needs of adults, children, and families and the assets available to them to meet these needs. Through this process, the Consultant will discern the unmet needs, and provide, as feasible, an assessment of the scale / or degree of the unmet needs in the community.

3.5. Limitations and Conclusions

The Consultant is required to identify limitations of data utilized in the report as well as discuss any limitations on the inferences or conclusions that can be drawn from the data. Furthermore, the Consultant will discuss possible directions or considerations for future data collection that may address the limitations noted.

- A. The Consultant is required to conclude the report by outlining the main findings discussed in the report. In this section, the Consultant will discuss the most pressing needs of young children and their families living in the community, based on an analysis of the gap between needs and identified assets in the areas of employment, education, early learning, income management, housing, emergency services, safety, nutrition, self-sufficiency, health, services for youth, and services for senior citizens.

4. CONSULTANT RESPONSIBILITIES

4.1. General Requirements:

- A. Submit status reports with HSD's Project Manager to report on the ongoing progress of the project.
- B. Collect population demographics for individuals in poverty.
- C. Identify Community needs and service gaps in the areas of: employment, education, income management, housing, emergency services, nutrition, self-sufficiency, health, services for youth, homeless, victims of violent crime and services for senior citizens.
- D. Identify community strengths and assets.
- E. Analyze data and information from internal and external customers such as demographics, census track data, school district data, local and state reports from community agencies, etc.
- F. Collect qualitative data, through community forums, surveys, focus groups and key informant interviews with staff, families, and community agencies focusing on the areas of: employment, education, income management, housing, emergency services, safety, nutrition, self-sufficiency, health, services for youth, and services for senior citizens.
- G. Identify key findings on the causes and conditions of poverty and community priorities with possible solutions in the areas of employment, education,



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income management, housing, emergency services, safety, nutrition, self-sufficiency, health, services for youth, and services for senior citizens.

H. Provide final report with data sources footnoted.

- Document all meetings and sources of information.
- Prepare Community Assessment Update Reports in the two subsequent renewal periods.

4.2. Specific Requirements:

4.2.1. Assessment Planning:

- A. Work with HSD staff to develop an implementation plan to identify the type of data to be collected, the sources of the data, and methodology for collecting and analyzing data.
- B. Work with HSD staff to identify a list of stakeholders that will participate in the assessment.
- C. Present the implementation plan to the Human Services Commission for formal acceptance through a majority vote of the Commission members.

4.2.2. Describing the Community:

- A. Consultant shall gather information to provide a statistical profile of the community the City of Phoenix serves.
- B. Information shall include population demographics for individuals living in poverty to include at a minimum:
 - Gender;
 - Age; and
 - Race/Ethnicity.
- C. The poverty rate for the service area shall be compared to state and national averages. Information must be derived from valid sources to include but not limited to: most recent US Decennial Census, American Community Survey, and local agency reports.
- D. Additional characteristics and indicators of need shall be included to describe the economic and social conditions of the community to include but not limited to: unemployment rates, economic indicators, crime rates, housing data, and education figures.

4.2.3. Describing the Current Level of Service and Assets:

- A. Consultant shall develop tools and questions to gather qualitative and quantitative data related to the needs, assets, strengths, and gaps in service, in the areas of employment, education, income



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management, housing, emergency services, safety, nutrition, self-sufficiency, health, services for youth, services for senior citizens, that impact each of the three categories:

- Individuals;
 - Families;
 - Agency; and
 - Community.
- B. Consultant shall administer surveys and/or interviews with service providers, staff, clients, community partners, board members, and stakeholders from the following key sectors of the community:
- Community-based organizations;
 - Faith-based organizations;
 - Private sector; and
 - Educational institutions.
- C. Consultant shall review program reports to identify the types of services available, service levels, and program outputs/outcomes.
- D. Consultant shall collect and analyze data based on the following CSBG National Goals:

CSBG National Goals	Goal Description	Category
Goal 1	Individuals and families with low income are stable and achieve economic security.	Family
Goal 2	Communities where people with low income live are healthy and offer economic opportunity.	Community
Goal 3	People with low incomes are engaged and active in building opportunities in communities.	Community
Goal 4 (applicable to EDU only)	Partnership among supporters and providers of services to low-income people are achieved.	Agency
Goal 5 (applicable to EDU only)	Agencies increase their capacity to achieve results.	Agency



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Goal 6 (applicable to EDU only)	Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.	Family
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4.2.4. Determining Service Needs/Gaps:

A. Consultant shall develop a summary of community needs based on the analysis of the following information:

- Key findings on the cause and conditions of poverty;
- Available assets that meet the national goals/performance measures; and
- Gaps of service.

4.2.5. Consultation with the Community:

A. Consultant shall conduct focus groups to confirm the summary of needs and identify community priorities.

B. Consultant shall conduct a minimum of one (1) focus group to include individuals from one or more of following categories:

- Low income individuals
- Seniors
- Clients
- Community Partners
- Service Providers
- Staff
- Community stakeholders from key sectors of the community (community-based organizations, faith-based organizations, private sector, and educational institutions)

C. Consultant shall conduct one (1) focus group with the Human Services Commission during a regular scheduled Commission meeting.

4.2.6. Priority Needs and Possible Solutions:

A. Consultant shall address community priorities with possible solutions the City of Phoenix can implement in the Community Action Plan.

5. CONSULTANT DELIVERABLE REQUIREMENTS

Consultant shall provide the following:



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- A. By November 30, 2020, a Draft Report that includes, but is not limited to, the major findings as determined by the minimum requirements of the Head Start Performance Standards and Community Services Block Grant regulations.
- B. Within seven days following HSD's review and approval of Draft Report, Consultant shall submit an updated Draft Report that incorporates any changes required by HSD. The updated Draft Report will be a narrative and a pictorial report of findings such as power point presentation and/or similar statistical report.
- C. The Final Report must include significant trends in required data elements, and issues facing eligible children and families.
- D. By March 16, 2021, complete and submit the Final Report for HSD's Community Assessment.

6. HSD RESPONSIBILITIES

- A. Assign a Project Manager as a point of contact for activities associated with the Scope of Work.
- B. Schedule a kick-off meeting to introduce administrative staff, details of the project, the timeline and expectations.
- C. Be responsive to Consultant by supporting his/her effort to obtain the required data.
- D. Collect surveys and information from Educational Service Providers and the various divisions and programs to augment the necessary data collected by the Consultant.
- E. Review Consultant's Draft Report and provide feedback within seven to 10 days of receipt.
- F. Review and approve Consultant's Final Report



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**EXHIBIT B
FEE SCHEDULE**

Contractor shall provide an all-inclusive price for completion of the required report for each year of the contract.

Year 1 – Final Report _____

Year 2 – Update Report _____

Year 3 – Update Report _____

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**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.



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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 coverage for sexual abuse and molestation.
- The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the 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
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The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the 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



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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 **hsdprocurement@phoenix.gov**.
5. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
6. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person



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authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to **hsdprocurement@phoenix.gov**. The City project/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.



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**EXHIBIT D
CONSULTANTS INSURANCE CERTIFICATE**

[attached on the following page.]

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**EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS**

1. NON-ASSIGNABILITY:

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

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

- 2.1. Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.
- 2.2. Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.
- 2.3. Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City’s entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this



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

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

2.5. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach: If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for



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each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

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

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

Unless otherwise provided for in the scope of work:

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

2.7. Key Access Procedures: If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

2.8. Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application



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or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

2.9. Return of Badge or Key: All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker’s access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contractor Worker’s services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

2.10.Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

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

3. BACKGROUND SCREENING – STANDARD RISK:

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

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

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

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

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

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and;



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- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

4. LOBBYING:

The Contractor agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a requirement for contracting. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

5. FUNDING:

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

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

6. AVAILABILITY OF FUNDS:

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



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payment may arise under this Contract beyond the current fiscal year..

The City may reduce payments or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City shall have the sole and unfettered discretion in determining the availability of funds.

7. AUTHORIZED CHANGES:

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director or Department Director prior to the institution of the change.

8. SUSPENSIONS OF WORK:

The Department reserves the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.

9. POST AWARD CONFERENCE:

A post-award conference will be held by the Department or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

10. PERFORMANCE INTERFERENCE:

Contractor shall notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

Community and Senior Services Division Contact: Tammy Frazee (602) 495-7044
Education Division Contact: Daniela Canisales (602) 495-5671

11. ADVERTISING:

Contractor will not advertise or publish news releases concerning this contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.



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12. COMMUNICATION IN ENGLISH:

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

13. CONTRACTOR ASSIGNMENTS:

The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.

DRAFT



SECTION III – SUBMITTALS

CITY OF PHOENIX

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. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. 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.
9. 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.
10. 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

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11. 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.

12. COPIES

12.1. Please submit one (1) original of the Submittal Section and all other required documentation via email.

12.2. Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City’s best interest to release offer(s).

12.3. Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email. Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server’s size limit and your email cannot be sent.

13. HOW TO SUBMIT ELECTRONICALLY

Step 1: Put together your proposal documents in PDF format. Submit each tabbed section in PDF file(s) as outlined in Section 15 below.

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

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

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

Step 5: Attach all applicable documents for your submission.

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

14. EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Competitive Sealed Proposal(s), awards shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria. The evaluation criteria are listed below along with the possible points assigned to each. Additional information for each criteria is provided below.

14.1. Method of Approach 450 Points

14.2. Experience of Key Personnel 300 Points



SECTION III – SUBMITTALS

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- and Sub-Consultants
- 14.3.** Cost/Budget 250 Points
TOTAL AVAILABLE POINTS: 1,000 Points

15. OFFER SUBMITTAL FORMAT:

The written offer should be:

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

Tab 1 General Information

Tab 2 Method of Approach

Tab 3 Experience of Key Personnel and Sub-Consultants

Tab 4 Cost/Budget

Tab 5 Other Required Submittals

Tab 6 Signed Addenda

- 16. OFFER SUBMITTAL CONTENT:** The proposal shall include the following information and must be submitted in the following sequence. Offerors should reference Attachment J – Scoring Rubric Form, which will be utilized in the evaluation of Proposals.

16.1. Tab 1 – General Information

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

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

16.2. Tab 2 – Method of Approach (450 maximum points)

In this Section, Offeror shall provide a narrative response that addresses, but is not limited to, the following key points:

- Provide a description of your firm’s approach to perform the responsibilities and activities identified in the Scope of Work.
- Provide a descriptive project schedule.
- Provide web address links to three projects Offeror has completed that are similar in scope to the requirements of this solicitation. Example projects must contain the complete documentation



SECTION III – SUBMITTALS

CITY OF PHOENIX

including assessment, analysis and data visualization.

16.3. Tab 3 – Experience of Key Personnel and Sub-Consultants (300 Maximum Points)

In this Section, Offeror shall provide a narrative response that addresses, but is not limited to, the following key points:

- List the key personnel assigned to this project and provide resumes for each individual. Include at least two comparable projects in which they played a primary role.
- Describe the organization and project management of the team including specific roles and responsibilities for this project.
- Provide your organization’s related experience performing comprehensive community wide assessments. Describe the number of years of experience, project owners, project types comparable in scope to those requested in the Scope of Work, dates of service, and role of key personnel.
- Describe your experience facilitating focus groups, including size and topic, and your process for compiling and presenting the findings of focus groups.
- Describe your experience completing community level surveys, including the sample size and topic, and your process for compiling and presenting the findings of the community level survey.
- Describe proposed use of any subconsultants, if applicable.
- Offeror shall furnish the names, addresses, telephone numbers and email addresses of a minimum of three references for which the Offeror is currently furnishing or has furnished the requested service.

16.4. Tab 4 – Cost/Budget (250 Maximum Points)

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

- Offeror shall provide a breakdown of the fees proposed on Attachment A – Fee Schedule including each phase of the project schedule.

16.5. Tab 5 – Other Required Submittals

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

- a) Attachment B – Cost and Payment Terms and Options
- b) Attachment C – Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- c) Attachment D – Confidential Information Form



SECTION III – SUBMITTALS

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- d) Attachment E – Authority to Sign Documents
- e) Attachment F – References
- f) Attachment G – Signed Offer Form
- g) Attachment H – Signed Solicitation Conflict & Transparency Disclosure Form
- h) Attachment I – Form SF424B Assurances Non-Construction Programs

16.6. Tab 6 – Signed Addenda

In this Section, Offeror must acknowledge receipt of all solicitation addenda by signing and submitting the addenda with the proposal.



SECTION IV – ATTACHMENTS

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**ATTACHMENT A
FEE SCHEDULE**

Offeror shall provide an all-inclusive price for completion of the required report for each year of the contract.

Year 1 – Final Report _____

Year 2 – Update Report _____

Year 3 – Update Report _____



SECTION IV – ATTACHMENTS

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ATTACHMENT B COST AND PAYMENT TERMS & OPTIONS

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.



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**ATTACHMENT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSIONS**

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by **any** federal department or agency.

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

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official:

Title of Authorized Official:

Date:



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**ATTACHMENT D
CONFIDENTIAL INFORMATION**

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

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

Page Title	Confidentiality and Proprietary Information

Note: use additional pages as necessary.



SECTION IV – ATTACHMENTS

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**ATTACHMENT E
AUTHORITY TO SIGN DOCUMENTS
For Individual, Co-Partnership, School District**

To Whom It May Concern:

_____, does hereby designate and authorize _____
whose signature appears below, to execute and sign on behalf of _____, the
following documents as indicated by checks: Contractor/Company/School District

- 1. **The Contract/Agreement**
- 2. **Amendments**
- 3. **Invoices**
- 4. **All other documents or forms submitted necessary to the execution of the contracted services.**
- 5. **All Four**
(Please check one or more of the squares as applicable.)

The authority herein granted shall be and is hereby granted for the duration of the Comprehensive Community Needs Assessment Contract/Agreement or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated this _____ day of _____, _____.

By _____
(Signature of Officer) (Title)

(Signature of Persons Authorized to Sign)



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ATTACHMENT F REFERENCES

Provide five (5) references you have provided similar services for in the past two (2) years. Include name, contact information, type of service(s) and dates of service. Do not use the City of Phoenix as a reference.

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



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Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 4			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 5			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			



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**ATTACHMENT G
OFFER FORM**

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

Arizona Sales Tax No. _____

Use Tax No. for Out-of-State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

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

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

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

Authorized Signature

Date

(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____



SECTION IV – ATTACHMENTS

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

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

1. Name of person submitting this disclosure form.			
First	MI	Last	Suffix
2. Contract Information			
Solicitation # or Name: RFP-20-CSSD-38 Comprehensive Community Needs Assessment			
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)			
4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.			
5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.			
<input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:			
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.			



SECTION IV – ATTACHMENTS

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7. Disclosure of conflict of interest:

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

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

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

8. Notice Regarding Prohibited Interest in Contracts

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

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

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

- 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:



SECTION IV – ATTACHMENTS

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9. Acknowledgements

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy

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

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



SECTION IV – ATTACHMENTS

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**ATTACHMENT I
FORM SF424B ASSURANCES NON-CONSTRUCTION PROGRAMS**

[attached on the following page.]

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED



SECTION IV – ATTACHMENTS

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ATTACHMENT J SCORING RUBRIC FORM

In accordance with Administrative Regulation 3.10, Competitive Sealed Proposal(s), awards shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria. The evaluation criteria are listed below along with the possible points assigned to each. The evaluation criteria sections will be evaluated in the following format:

Criteria 1: Method of Approach	450 Points
Criteria 2: Experience of Key Personnel and Sub-Consultants	300 Points
Criteria 3: Cost/Budget	<u>250 Points</u>
TOTAL AVAILABLE POINTS:	1,000 Points

Rating Definitions for Criteria 1 and 2	% of Max Points
Exceeds Expectations = The Offeror's response fully addresses the requirement(s) of the RFP but also provides superior experience, a creative/innovative approach, or an exceptional solution.	100% Points
Above Expectations = The Offeror's response meets all requirement(s) outlined in the RFP but goes beyond what is required in some aspects.	80% Points
Meets Expectations = The response meets the requirement(s) outlined in the RFP.	60% Points
Below Expectations = The response minimally addresses the requirement(s) of the RFP, but one or more major considerations of the requirement(s) is not addressed, or the experience and/or solution is so limited that it results in a low degree of confidence in the response or proposed solution.	40% Points
Unacceptable = The response fails to address the requirement(s) of the RFP or fails to provide any experience related to the requirement(s) of the RFP or elements of the proposal are unacceptable.	0 Points

Rating Definitions for Criteria 3	Max Points
Lowest price divided by Offeror's price multiplied by total number of points assigned to price.	250 points