



**CITY OF PHOENIX
NEIGHBORHOOD SERVICES DEPARTMENT**

**REQUEST FOR QUALIFICATIONS (RFQu)
NSD-RFQu-21-003**

MANAGEMENT TECHNICAL ASSISTANCE (MTA) PROGRAM

PROCUREMENT OFFICER
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NSD.Procurement@phoenix.gov

Date RFQu Issued: December 23, 2020



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**NEIGHBORHOOD
SERVICES
DEPARTMENT**

To Preserve, Enhance & Engage Phoenix Neighborhoods



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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 Consultants, but Consultants are expected to read and comply with the entire solicitation.

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

- Followed submittal format as stated in (Section III).
- All required attachments have been completed and/or signed and included with the offer.
- Provided a narrative response to the Evaluation Criteria in (Section III).
- Reviewed and verified prices offered.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included signed Solicitation Addenda, if applicable.
- Offer signed by an authorized signatory of your organization.
- Reviewed the Draft Professional Services Agreement (Section II).
- Submitted the Offer, via email, 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 – STATEMENT OF NEED:

1.1. The City of Phoenix invites sealed offers for qualified private sector Consultants (hereinafter referred to as “Consultant”) to provide management and technical assistance in various service categories to business owners (hereinafter referred to as “Client”) for a five-year (5) period commencing on or about April 1, 2021, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

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

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

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

3. SCHEDULE OF EVENTS:

ACTIVITY	DATE	TIME/LOCATION (All times are local Phoenix time)
Solicitation Issue Date	Wednesday, December 23, 2020	https://solicitations.phoenix.gov/
Pre-Offer Conference	Thursday, January 07, 2021	11:00 AM via Webex (See Section I, #4 for the link.)
Written Inquiries Due Date	Monday, January 11, 2021	12:00 PM Email: NSD.Procurement@Phoenix.gov
Offer Due Date	Friday, January 22, 2021	2:00 PM Bids shall be submitted electronically via email to: NSD.Procurement@Phoenix.gov Enter the solicitation number on the subject line of the email when submitting your bid.

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



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4. PRE-OFFER CONFERENCE:

All interested Consultants are invited to the Pre-Offer conference to learn more about the MTA Program, service categories, expectations and answer any questions. The Pre-Offer Conference will be held on **Thursday, January 7, 2021, at 11:00 AM** via Webex. The link below will provide access to the conference.

<https://Cityofphoenix.webex.com/Cityofphoenix/j.php?MTID=m28fb4885a46d5dbfeede24ee9a8b5ddb>

5. REQUEST FOR QUALIFICATIONS RESPONSE SUBMITTAL:

- 5.1. Submittals shall be received no later than **2:00 pm on Friday, January 22, 2021 at NSD.Procurement@Phoenix.gov.**
- 5.2. Offeror must submit an original copy of the RFQu response.
- 5.3. All forms provided in Submittal Section must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 5.4. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror's errors or omissions.
- 5.5. All time periods stated as a number of days will be calendar days.
- 5.6. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 5.6.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 5.6.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 5.6.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 5.6.4. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs



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incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

6. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/> Internet access is available at all public libraries. Any interested offerors without internet access may obtain this solicitation by calling the Procurement Officer or by scheduling an appointment to pick up a copy during regular business hours at the City of Phoenix Neighborhood Services Department, Address, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their offer.

7. EXCEPTIONS:

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

8. INQUIRIES:

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

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

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

9. ADDENDA:

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

10. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Will, Must

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.



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

May Indicates something that is not mandatory but permissible.

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

“A.R.S.” Arizona Revised Statute

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

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

"Neighborhood Services Director" or "Neighborhood Services Deputy Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent Offeror, employer means the independent Offeror and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).



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“Offer”	Means a response from a supplier, Offeror or service provider to a solicitation request that, if awarded, binds the supplier, Offeror or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Consultant, Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Offeror.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu), and request for sealed Offers or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, Offers or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor” or “Seller”	A seller of goods or services.

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, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

13. CERTIFICATION:

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

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



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

14. SUBMISSION OF OFFER:

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

14.2. Due to the COVID-19 pandemic, if you plan to respond to this solicitation, please submit your Offer electronically via email to NSD.Procurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the Due Date and Time. Offerors will receive an email confirmation after the submission deadline.

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

- Solicitation Number
- Solicitation Title

14.4. Indicate in the body of the email that you are submitting in response to the identified solicitation.

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. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative.

16. OFFER RESULTS:

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



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The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

17. SPECIAL REQUIREMENTS:

- 17.1. The Offeror(s) must be a Certified specify required certification, registered with the appropriate regulatory agency.
- 17.2. In order for an RFQu response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions in regard to these requirements shall be directed to the Equal Opportunity Department, (602) 262-6790

18. QUALIFICATION CRITERIA:

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

- 18.1. Offeror must have been in business a minimum of three (3) years providing the services being proposed and must offer services in English, or English and Spanish.
- 18.2. Each Offeror and its proposed staff members to be assigned to the MTA program must have a minimum of one (1) years' experience in Maricopa County providing the services being proposed.
- 18.3. Upon notification of an award the Offeror will have fifteen (15) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Section IV - Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

19. CONTENT OF RESPONSE:

The Offerors' response will include the following:

- 19.1. Description of how the work would be performed.
- 19.2. Cost estimate for completing requested work, including hourly or daily rates where appropriate.
- 19.3. Names and resumes of the proposed staff, including managers, supervisors and Consultants.
- 19.4. Brief assessment of the present workload capacity.



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19.5. Documentation of the Offeror's commitment to Equal Employment Opportunity.

19.6. List of current business references. **(See Attachment E)**

20. EVALUATION AND SELECTION:

20.1. After evaluating all submissions, the City may ask some or all the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.

20.2. RFQu responses should be concise, well-organized per the requested information and clearly written. The review process places considerable emphasis on the responsiveness of the RFQu response to the requirements outlined above. RFQu responses that are not written specifically in response to this request cannot receive serious consideration.

20.3. All RFQu responses will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.

20.4. The firms under consideration for this RFQu, will be evaluated by an evaluation committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

21. AGREEMENT:

21.1. The City will require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFQu.

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

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

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



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23. SOLICITATION TRANSPARENCY POLICY:

- 23.1.** 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.
- 23.2.** As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.
- 23.3.** Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24-hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 23.4.** 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.
- 23.5.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 23.6.** "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract,



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

24. PROTEST PROCESS:

- 24.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 24.2. 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.
- 24.3. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 24.4. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 24.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 24.5.1. Identification of the solicitation number;
 - 24.5.2. The name, address and telephone number of the protester;
 - 24.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 24.5.4. The form of relief requested; and
 - 24.5.5. The signature of the protester or its authorized representative.
- 24.6. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.



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25. PUBLIC RECORD:

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

26. LATE OFFERS:

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

27. RIGHT TO DISQUALIFY:

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

28. EQUAL LOW OFFER:

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.



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29. 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.

30. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- 30.1.** 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.
- 30.2.** 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.
- 30.3.** 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.
- 30.4.** 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.
- 30.5.** 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 all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 30.6.** The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.



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31. 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.

32. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

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

33. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

33.1. 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.

33.2. 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).

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

33.4. 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



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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.

34. BEST AND FINAL OFFERS (BAFO):

- 34.1.** 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.
- 34.2.** 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.
- 34.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 34.4.** 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



**NEIGHBORHOOD
SERVICES
DEPARTMENT**

To Preserve, Enhance & Engage Phoenix Neighborhoods



**PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

AGREEMENT NO. _____

**Jenny Hackelman
Neighborhood Services Department
200 W. Washington Street, 4th Floor
Phoenix, AZ 85003-1611
MTA@phoenix.gov**



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

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**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

CITY OF PHOENIX

**PROFESSIONAL SERVICES CONSULTING AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
INSERT LEGAL NAME OF CONSULTANT HERE**

This AGREEMENT is made and entered into this **Enter date** of April, 2021, (“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 Consultant here, insert state of corporation and correct business name**, (hereinafter referred to as “Consultant”).

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. Consultant possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council (**Ordinance Number and Agenda Number if applicable**) **Enter date**.

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

1. TERM OF AGREEMENT:

- 1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for **Enter term**.
- 1.2. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.2.1. reaching the end of the term exercised as set forth in 1.1;
 - 1.2.2. completing the services set forth in the Scope of Work attached as **Exhibit A – Scope of Work** (the “Services”);



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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 Consultant for all Services satisfactorily performed under this Agreement will not exceed the agreed upon rate of **\$Enter amount per year** for the term of this Agreement. 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. **(See Exhibit B)** 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. Consultant will submit monthly invoices on or before the **15th** of every month. Each invoice will be accompanied with a documentation of the services provided based on the Task Order provided by the Management Technical Assistance (MTA) Project Manager (PM). 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 Consultant. Consultant 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, approved hourly rate, 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: MTA@phoenix.gov.

2.4. Consultant 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.



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3. 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 **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, Consultant 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 MTA PM.

4. INDEMNIFICATION AND INSURANCE REQUIREMENTS: SEE EXHIBIT C.

5. INDEPENDENT CONSULTANT STATUS; EMPLOYMENT DISCLAIMER:

5.1. The parties agree that Consultant 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 Consultants. Neither Consultant nor any of Consultant'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 Consultant.

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

6. LEGAL WORKER REQUIREMENTS:

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

- Consultant and each subconsultant 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.



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- 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 Consultant or subconsultant employee(s) who work(s) on this Agreement to ensure that Consultant or subconsultant 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 Consultant in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, Consultant 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, Consultant 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 Consultant in connection with this Agreement is believed to have been compromised, Consultant will notify the City Privacy Officer immediately. Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 7.4.** Consultant agrees that the requirements of this Section will be incorporated into all subconsultant/subconsultant agreements entered into by the Consultant. 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 Consultant under this Section will survive the termination of this Agreement.



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8. CONTACTS WITH THIRD PARTIES:

8.1. Consultant or its subconsultants 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 Consultant or its subconsultants 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, Consultant or its subconsultants 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 Consultant and its subconsultants under this Section will survive the termination of this Agreement.

8.2. Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. 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, Consultant and subconsultant 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 Consultant'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.

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

10.3. The CONSULTANT will have the primary responsibility for day-to-day management and implementation of the Task Order services. The CITY's sole responsibility will be to monitor and evaluate the Program in order to determine that the CONSULTANT has met the goals identified in the Scope of Work in a manner acceptable to the CITY.



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10.4. The CONSULTANT also shall submit such reports as HUD and the CITY may require, including litigation reports, financial management reports, and equal opportunity reports, as may be necessary, pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Act, Executive Order 11246, as amended and Executive Order 11053, or any reports as may be further required.

10.5. The CONSULTANT will prepare and submit monthly performance reports, and other reports and records as may be required by the CITY from time to time which will summarize data of operation of the MTA's Program Task Order. CONSULTANT's Executive Director or key personnel will attend work conferences and other meetings as may be required by the CITY.

11. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

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

12. COMPLIANCE WITH LAWS:

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

13. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in **Exhibit A – Scope of Work** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Consultant before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Consultant 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 Consultant will be allowed except as provided herein, nor will Consultant do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Consultant without prior written authorization will be at Consultant's risk, cost and expense, and Consultant agrees to submit no claim for compensation or



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reimbursement for additional work done or materials furnished without prior written authorization.

14. NO ORAL ALTERATIONS:

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

15. NOTICES:

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

If to Consultant:

If to City:

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

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

16. INTEGRATION:

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



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17. GOVERNING LAW: FORUM; VENUE:

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

18. FISCAL YEAR CLAUSE:

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

19. TERMINATION OR SUSPENSION OF SERVICES:

19.1. City's Right to Terminate: The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Consultant in writing. Immediately upon receiving a written notice to terminate or suspend Services, Consultant 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 Consultant in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

20. FINAL PAYMENT:

20.1. PAYMENT: The City will make final payment for all Services performed and accepted within forty-five (45 days) after Consultant has delivered final invoice to the NSD MTA PM any final progress reports of task order, 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



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incomplete material returned by Consultant will be at the City's sole risk for such use.

20.2. TEMPORARY SUSPENSION: The City may, by written notice, direct Consultant 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 Consultant in performance, and not due to fault or negligence of Consultant, 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 Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.

21. PROFESSIONAL COMPETENCY:

21.1. QUALIFICATIONS: Consultant 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. Consultant 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. Consultant must report all unresolved complaints and its disposition at time of proposal submittal,

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

22. SPECIFIC PERFORMANCE:

Consultant agrees that in the event of a breach by Consultant 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 Consultant as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

23. FORCE MAJEURE:

Consultant 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



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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 Consultant in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

24. DOCUMENTATION:

24.1. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Consultant 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 Consultant pending the resolution of the existing or anticipated litigation.

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

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

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

24.5. RETENTION AND ACCESS TO RECORDS: The CITY, HUD, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives will have access to any and all financial and other books, documents, papers and records of the which are pertinent to any activity performed under this Contract as required under 2 CFR 200.333 et seq. and 24 CFR 570.502(7)(ii) (collectively, the "Records") for the purpose of making audits, examinations, excerpts and transcriptions. will keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and for a period of at least three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The CITY's right of access is not limited to the retention period but lasts so long as the Records are retained by Consultant. During such



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period, the Consultant also will permit independent auditors' access to the Records as necessary to comply with federal audit requirements.

25. RELEASE OF INFORMATION:

Consultant 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 Consultant without the prior written consent of the City.

26. CONFLICT OF INTEREST:

26.1. Consultant acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.

26.2. The City reserves the right to immediately terminate the contract in the event that the City determines that Consultant has an actual or apparent conflict of interest.

26.3. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Consultant, or any agent or representative of Consultant, 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 Consultant, terminate the right of Consultant 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 Consultant as could be pursued in the event of default by Consultant.

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

27. PUBLIC RECORDS:

27.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents



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

27.2. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant 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 Consultant specified in their offer. Within ten days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

27.3. In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

28. CLAIMS OR DEMANDS AGAINST THE CITY:

28.1. Consultant 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 Consultant agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

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



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29. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

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

30. CONTINUATION DURING DISPUTES:

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

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

31. THIRD PARTY BENEFICIARY CLAUSE:

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

32. LAWFUL PRESENCE REQUIREMENT:

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

33. NO ISRAEL BOYCOTT:

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

34. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

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



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34.2. For a Consultant with 35 employees or fewer. Consultant 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. Consultant 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. Consultant 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. Consultant further agrees that this clause will be incorporated in all subcontracts, Consultant agreements or subleases of this agreement entered into by supplier/lessee.

34.3. For a Consultant with more than 35 employees. Consultant 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. Consultant 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. Consultant 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. Consultant further agrees that this clause will be incorporated in all subcontracts, job-Consultant agreements or subleases of this agreement entered into by supplier/lessee. Consultant 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.



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

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

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APPROVALS

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

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

By: _____
Spencer J. Self
Neighborhood Services Director

ATTEST:

City Clerk

APPROVED AS TO FORM:

Heidi Gilbert
Assistant Chief Counsel

Name of company Corporation
a State corporation

By: _____
Name

Printed Name

Title, (President and CEO, etc.)



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

CITY OF PHOENIX

EXHIBIT A

SCOPE OF WORK



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

CITY OF PHOENIX

SCOPE OF WORK

1. BACKGROUND

The City is seeking private, small business Consultants (Offerors) to provide professional management and technical assistance services in one or more categories as described in **Section 4** to eligible small business owners (Clients) operating in Phoenix.

The MTA program is primarily marketed through the networking activities of Neighborhood Services Department's (NSD) Management Technical Assistance (MTA) Project Manager (PM). Phoenix-based businesses are eligible to participate if their ownership meets Community Development Block Grant (CDBG) MTA requirements. Small business owners can also apply to the MTA program through various channels: City website application, City business assistance service providers, and inter-departmental referrals.

The Consultants selected to be added to the MTA Qualified Vendor List (QVL) as a result of this Request for Qualification (RFQu) will not be required to market the MTA program or obtain clients for their contracted professional services.

The agreements resulting from this RFQu will be part of and pursuant to the MTA Program, which is funded by the U.S. Department of Housing and Urban Development (HUD) CDBG as an eligible activity intended to meet one or more national objectives as defined by HUD regulations in 24 Code of Federal Regulations Part 570.

2. PAYMENT RATE

Offerors will complete the bid sheet in **Attachment A to submit a proposed hourly rate for one-on-one technical assistance and a two-hour workshop rate for each category in which they can provide expertise. The City reserves the right to negotiate the proposed rate.**

After the payment rate for each category is negotiated, Staff will present the payment rate to qualified Offerors. If an Offeror accepts the rate, a contract will be executed, and the Offeror will be added to the MTA QVL for the selected category or categories. The payment rate may be adjusted every two years from the Effective Date to reflect market conditions at the discretion of the City. The payment rate will be adjusted based on the western region CPI-U for professional services.

3. Consultant Approval & Vendor Registration: Once your proposal has been reviewed and approved, the contact person listed on the application will receive an official offer letter via email with the Professional Services Agreement that contains the rate (**Section 2**). If your



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organization would like to accept placement on the MTA QVL at the City's offered rate, you will be required to sign the Professional Services Agreement acknowledging the rate and conditions contained within. All signed Agreements must be emailed back within five (5) business days of receipt.

If your organization is not currently registered as a vendor with the City, you will be required to become a vendor within seven (7) calendar days of acceptance to be added to the MTA QVL. Additional information and assistance for the acceptance process and vendor self-registration will be included in the offer email.

4. MTA SERVICE CATEGORIES:

The City seeks to engage small business Consultants to provide a broad range of management and technical assistance services to Clients. The assistance types are as follows:

- 4.1. One-on-One Technical Assistance:** Provide Clients with comprehensive, high-quality assistance based on individual strengths, weaknesses, opportunities and threats to establish, stabilize or grow their business.

The categories of assistance are:

4.1.1. Accounting

- a. Analyze working capital needs and evaluate Client's strengths and weaknesses
- b. Assess adequacy of Client's accounting system, break-even analysis, management capabilities and recommend improvements
- c. Educate Clients about possible tax incentives, loan and grant programs available
- d. Prepare detailed financial information and other business reports to support the Client's external business financing requirements

4.1.2. Finance and Loan Packaging

- a. Analyze working capital needs and evaluate Client's strengths and weaknesses
- b. Assess adequacy of Client's ability to access capital for business operations and/or expansion and make enhancement recommendations



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- c. Educate Clients about possible tax incentives, loan and grant programs available
- d. Prepare detailed financial information and other business reports to support Client's external business financing requirements
- e. Assist Client with preparing and gathering applicable loan application documents and submitting loan applications.

4.1.3. General Business

- a. Assess and recommend changes to improve the efficiency and effectiveness of internal management and operational reporting systems and procedures.
- b. Assist with the development of business exit strategies and succession plans.
- c. Assist with the development of new or the revision of existing business plans.
- d. Assist with the development of new or the revision of existing business risk assessments.
- e. Educate Clients about business development programs available within the City.

4.1.4. Human Resource Planning

- a. Assist with the development of an employee recruitment and retention program.
- b. Assist with the development of new or revised existing human resources plans, i.e. policies or procedures, job descriptions, hiring plans or compensation and benefit plans.
- c. Educate clients about assistance available through government workforce programs.
- d. Provide information, resource referral, and problem resolution with workforce issues such as training, benefits, compensation, etc.



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4.1.5. Information Technology Systems

- a. Assess and recommend computer requirements to help improve Client’s overall management practices and procedures, including possible implementation assistance.
- b. Assess and recommend information technology changes to improve the efficiency and effectiveness of internal management and operational reporting systems and procedures.
- c. Assess and recommend information technology systems solutions for cyber security related threats.
- d. Provide information and possible resolutions with existing computer equipment.

4.1.6. Marketing

- a. Assist with the development of new or the revision of existing marketing plans, including the written document.
- b. Assist with the development, design and implementation of advertisements, flyers, customer mailings, along with other similar services as needed.
- c. Recommend new and improved creative strategies for attracting and retaining customers.
- d. Provide marketing assistance for web design, digital marketing, search engine optimization and e-commerce to ensure an effective, appealing, user-friendly website.

4.1.7. Graphic Design

- a. Design marketing materials for clients, including flyers, web pages, brochures, logos, menus, signs, advertising materials, social media posts and other communication materials. This may include:
 - Meeting with clients to gain an understanding of what the proposed communications should look like.
 - Producing drafts for review by clients and making revisions based upon feedback received.
 - Providing electronic files of final drafts to the client.



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4.1.8. Organizational Development

- a. Assess business climate, corporate responsibility and decision making.
- b. Assess talent and management strategy.
- c. Educate business about general human resource practices and trends and provide tools for implementation.
- d. Provide tools and information for the adaptation to culture changes and new business models.

4.1.9. Public and Private Procurement

- a. Assess feasibility and benefits of Client's participation in bidding for public and/or private contracts.
- b. Assist Client with a post bid analysis.
- c. Assist Client with bid proposal development.
- d. Assist Client with obtaining Small/Disadvantaged Business Enterprise status, including but not limited to federal and City certifications.

4.1.10. Quality Control

- a. Assess and recommend workflow, supply chain management and related management control issues.
- b. Assist with development of process controls and operations improvement.
- c. Assist with development of quality production standards.
- d. Assist with developing specifications for industry consistency.
- e. Assist with "green" practices and development, including renewable energy strategies.
- f. Assist with the preparation, procurement, and maintenance of Small Business Innovation Research and Small Business Technology Transfer grants.



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4.1.11. Restaurant/Food Service

- a. Develop strategies specific to the food service and restaurant industry to increase business profitability.
- b. Menu development, analysis and enhanced menu design for better brand positioning.
- c. Provide Client with food costing and inventory solutions.
- d. Analyze food business operations to provide solutions that increase efficiency and drive down costs.
- e. Evaluate restaurant design, brand and concept.
- f. Improve hiring and training processes, including but not limited to, crafting restaurant specific job descriptions, streamlining the hiring process and creating employee training programs.
- g. Assess and improve restaurant technology and management software, such as point of sale system, kitchen display system, online and mobile ordering, and scheduling, budgeting and reporting management systems.

4.1.12. Legal Services

- a. Review and advise Client on commercial lease agreements.
- b. Provide legal advice on business matters (i.e. business structure, employment matters, business contracts, etc.).

4.1.13. Architecture and Engineering Services

- a. Assist Client with assessments, research, planning and permitting processes to obtain a certificate of occupancy, including completing all necessary drawings (not requiring an architect/engineering seal), forms and applications, observations, inspections and signoffs to obtain a certificate of occupancy.
- b. Structural Engineering (inspections, reports, recommendations), if applicable.
- c. Schematic Design (existing and new layout, demolition plan) requiring an architect/engineering seal, if applicable.



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- d. Other services, such as color photographs of all exterior elevations and historically significant interior components and structural deterioration.

4.1.14. Other

- a. Provide other services that address small business needs as described in your proposal.

4.2. Workshops and Group Sessions: Conduct a two-hour workshop for a group of Clients on topics of expertise, as listed in Section 6.1, as the needs and opportunities for such assistance arise. Virtual and in-person capability is required; however, the City will provide the meeting space and technology to host the workshops or group sessions.

5. CONSULTANT PERSONNEL AND MTA PROCESS

Consulting work for MTA referrals may only be performed by the staff identified in the Offerors response unless prior written approval is granted by NSD's MTA PM. Any staff submitted for consideration must meet the minimum qualifications as stated in **NSD-RFQu-21-003, Section III, 3.1.**

The process begins with the City reviewing MTA applicants for eligibility. Once an applicant has been approved for participation in the MTA program, NSD's MTA PM will refer the Client to a successful Offeror based on the Client's needs and Offeror's area of expertise, availability and compatibility.

The Offeror will interact with NSD's MTA PM while providing services to the assigned Client. Interaction levels are described below but are not all inclusive and are subject to change without written notification.

Upon receiving a Client from NSD's MTA PM, the MTA program process proceeds as follows:

- 5.1. Offeror will meet with Client to complete and submit a preliminary business assessment and evaluation to NSD's MTA PM;
- 5.2. Offeror will collaborate with Client to recommend a course of action through the development of a project plan for NSD's MTA PM's approval;
- 5.3. NSD's MTA PM will assign an official task order;
- 5.4. Offeror will complete the project(s) while maintaining strong communication with Client and NSD's MTA PM. This includes, but is not limited to, providing project



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updates to NSD's MTA PM and collaborating with Client throughout the duration of the project;

- 5.5. Submit monthly invoices with work documentation forms to NSD's MTA PM;
- 5.6. Provide close-out form and deliverables with final invoice upon project completion. Deliverables may differ based upon project category but will demonstrate what work has been completed. For example, a marketing project, may result in the submittal of a marketing plan or screen shots of marketing materials developed.

6. CONSULTANT CLIENT RELATIONSHIP

The MTA program is not meant to be a pipeline to create further work for successful Consultants. Consultants must inform NSD's MTA PM if they agree to undertake further work outside of the program with an assigned Client in the six months following project completion.

If a Consultant and a Client contract with each other after an MTA project is complete, the Consultant will not be reassigned to that Client again through the MTA program.

7. REPORTING REQUIREMENTS

Successful Consultants that enter into agreements with the City will be required to submit periodic reports that will be further described in the contract. All reports must include all required performance data as required by HUD and the City.

8. CITY REQUIREMENTS:

The City shall:

- 8.1. Assign a point of contact for facilitation of classroom coaching and professional development training.
- 8.2. Secure meeting space or technology for in-person or virtual training.
- 8.3. Notify participants regarding classroom consultation and professional development training dates.



**SECTION II – PROFESSIONAL SERVICES
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EXHIBIT B

FEE SCHEDULE

[attached prior to contract execution]

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**SECTION II – PROFESSIONAL SERVICES
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EXHIBIT C

INDEMNIFICATION & INSURANCE REQUIREMENTS



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

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INDEMNIFICATION & INSURANCE REQUIREMENTS

A. DEFENSE AND INDEMNIFICATION CLAUSE:

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

B. CONSULTANT’S INSURANCE:

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

The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under the executed Contract by the Consultant, its agents, representatives, employees or subconsultants and Consultant may purchase additional insurance as they determine necessary.

1. SCOPE OF LIMITS OF INSURANCE

Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits



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provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

Commercial General Liability – Occurrence Form

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

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

Automobile Liability (If automobiles are used in the Scope of Services)

Bodily Injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of the Contract.

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, relating to the Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.



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

Professional Liability (Errors and Omissions Liability)

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

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of solicitation and the task orders issued by the Project Manager.
- Consultant warrants that any retroactive date under the policy must precede the effective date of the Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under the executed Contract is completed.
- If Contract’s Scope of Service covers programming, designing, integrating, testing, repairing, website design, internet hosting and web portal services, or other technological services, Consultant’s coverage must include technology errors and omissions.
- If Consultant has access to personal or confidential data, policy must include Network Security and Privacy Liability to include (1) coverage for third party claims and losses with respect to network risk and invasion of privacy (2) crisis management and third party identity theft response costs and (3) cyber extortion.

2. Notice of Cancellation:

For each insurance policy required by the insurance provisions of the executed Contract, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to **City of Phoenix, Neighborhood Services Department, ATTN: MTA Project Manager, 200 W. Washington St., Phoenix, AZ 85003, MTA@phoenix.gov**.



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3. 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 Consultant from potential insurer insolvency.

4. Verification of Coverage:

Consultant shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by the executed Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by the executed Contract shall be sent directly to the **City of Phoenix, Neighborhood Services Department, ATTN: MTA Project Manager, 200 W. Washington St., Phoenix, AZ 85003, MTA@phoenix.gov**. The **City project/contract number and project description shall be noted on the certificate of insurance**. The City reserves the right to require complete, certified copies of all insurance policies required by the Contract at any time.

5. Subconsultants:

Consultant’s certificates shall include all subconsultants as additional insureds under its policies **OR** Consultant shall be responsible for ensuring and verifying that all subconsultants have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Consultant that its subconsultants have insurance coverage. All subconsultants providing services included under the Contract’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subconsultants with respect to the executed Contract.

6. Approval

Any modification or variation from the insurance coverages and conditions in the executed Contract must be documented by an executed contract amendment.



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EXHIBIT D

CONSULTANT’S INSURANCE CERTIFICATE

[attached prior to contract execution]

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**SECTION II – PROFESSIONAL SERVICES
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EXHIBIT E

SUPPLEMENTAL TERMS AND CONDITIONS



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SUPPLEMENTAL TERMS AND CONDITIONS

1. FUNDING:

The City of Phoenix utilizes the United States Department of Housing and Urban Development (HUD) Community Development Block Grants (CDBG) funding to support the Management and Technical Assistance Program. The Consultant shall be solely responsible for understanding and complying with all applicable regulations and requirements throughout this Agreement period.

CDBG regulations can be found at:

https://www.hud.gov/program_offices/comm_planning/cdbg/regulations.

2. AVAILABILITY OF FUNDS:

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

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

3. REGISTRATION:

Awarded agencies must be registered with The System for Award Management (SAM) at www.sam.gov prior to contracting with the City.

4. BACKGROUND SCREENING:

Consultant agrees that all Consultant and subconsultants' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Consultant's sole cost and expense, unless otherwise provided for in the scope of work. Consultant's background screening will comply with all applicable laws, rules and regulations. Consultant 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.

4.1. 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 Consultant to incur additional contract costs to obtain background screens or badges.

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

4.3. Materiality of Background Screening Requirements; Indemnity: The background screening requirements are material to City's entry into this Agreement and any breach of



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these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this Agreement, Consultant 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 Consultant. 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 Consultant from any liabilities that may arise out of the Consultant's services under this Agreement or Consultant's failure to comply with this section. Therefore, Consultant 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.

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

5. BACKGROUND SCREENING – STANDARD RISK:

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

A standard risk background screening will be performed when the Contract Worker's work assignment will:

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

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

5.2. **Consultant Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope of Work, Consultant will be responsible for:

- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.



SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT

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- 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.

6. **NON-ASSIGNABILITY:**

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

7. **MANDATORY DISCLOSURES:**

Consultant must disclose, in a timely manner, in writing to City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Head Start award. If Consultant receives Federal funds in excess of \$10,000,000 for any period during the performance of this Agreement it is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). (See Appendix XII to 45 CFR Part 75). Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

8. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):**

In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension,” Consultant agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department, and agrees to comply with the requirements of 2 CFR Part 180 and 2 CFR Part 376.

9. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:**

Applicable to all contracts in excess of \$150,000. Consultant shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, the Department of Health and Human Services, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

10. **LOBBYING:**

The Consultant 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.



**SECTION II – PROFESSIONAL SERVICES
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11. POLITICAL ACTIVITY:

Consultant shall comply with the requirements of the Hatch Act which restricts political activity of individuals employed by recipient or subrecipients whose principal employment is in connection with an activity that is financed in whole or in part by grants made by the Federal agency.

12. COMPETITIVE BIDDING:

If the purchase of supplies and equipment has been authorized in this Agreement, the Consultant shall procure all such items at the lowest practicable cost and shall purchase all non-expendable items costing \$1,000 or more and having a useful life of more than one year, through a generally accepted and reasonable competitive bidding process. Any procurement in violation of this provision shall be considered a financial audit exception. The Consultant shall expend City funds in a manner that would serve the public interest and honor the public trust.

13. ACCOUNTING:

Consultant's accounting practices shall be in conformance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. Consultant shall maintain separate accounts for City funds awarded under this Agreement.

14. SUBSTANTIAL INTEREST DISCLOSURE:

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

14.2. Lease agreements, rental agreements, or purchase of real property covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

14.3. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

15. COST OR PRICING DATA CERTIFICATION:

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



SECTION III – SUBMITTALS

CITY OF PHOENIX

1. COPIES:

- 1.1. Please submit one (1) original of the Submittal Section (Tabs 1-6) and all other required documentation via email.
- 1.2. **Please submit only those documents outlined in the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of 180 calendar days from the opening date and is irrevocable unless it is in the City’s best interest to release offer(s).
- 1.3. **Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email.** Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server’s size limit and your email cannot be sent.

2. HOW TO SUBMIT ELECTRONICALLY:

Step 1: Put together your offer documents in PDF format. Submit each tabbed section in PDF file(s) as outlined in Section 4 below.

Step 2: Enter NSD.Procurement@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.”

3. EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Qualifications Based Selections, contracts will be awarded to the most highly qualified and responsible offerors, taking into consideration the minimum qualifications and evaluation criteria set forth in the request for qualifications. Additional information for each criterion is provided below.

3.1. MINIMUM QUALIFICATIONS

3.1.1. Offeror must have been in business a minimum of three (3) years providing the services being proposed and must offer services in English, or English and Spanish.

3.1.2. Each offeror and its proposed staff members to be assigned to the MTA



SECTION III – SUBMITTALS

CITY OF PHOENIX

program must have a minimum of one (1) years' experience in Maricopa County providing the services being proposed.

3.1.3. Upon notification of an award the Offeror will have fifteen (15) calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Section IV - Insurance Requirements of this solicitation. Insurance requirements are non-negotiable

3.2. Company History, Experience and Expertise of Key Personnel

3.3. All supplemental documentation

3.4. Examples of previous client work

4. 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 Company History, Experience, and Qualifications**
 - **Tab 3 Education, Professional Affiliations or Certifications**
 - **Tab 4 Client Examples**
 - **Tab 5 Submittal Documents**
 - **Tab 6 Management Technical Assistance Program Consultant Application**
 - **Tab 7 Bid Sheet**
 - **Tab 8 Addenda**

5. OFFER SUBMITTAL CONTENT: The Offer shall include the following information and must be submitted in the following sequence.

5.1. 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 offer. Do not include additional information.

5.2. Tab 2 - Company History, Experience of Key Personnel and Qualifications

In this Section, Offeror shall provide a narrative response that addresses your organization's experience, including the following information:



SECTION III – SUBMITTALS

CITY OF PHOENIX

5.2.1 Provide an executive summary detailing the legal structure of the entity submitting proposal, i.e., sole proprietor, partnership, corporation, etc. If a partnership or corporation, indicate the ownership, rights and roles of each member of the partnership or corporation. Single proposers, consisting of consortiums, joint ventures, or other partnership ventures must clearly establish that all responsibilities will rest solely with one individual, firm or legal entity. All principals of entity submitting proposal, and a contact person with contact address, phone number, and email.

- a) The size of your organization.
- b) Related experience of principals including number of years, type of business, positions held, special training, education, certifications, level of authority, etc.
- c) Describe your most recent experience in the last five years in providing consulting services to small businesses.
- d) Provide resumes for all key proposed instructors and management that will be assigned to the Contract to meet the requirements of this Solicitation documents.
 - The resume shall include the person's experience, education, certifications and qualifications as it relates to their role. Information on resumes shall contain comprehensive data that is easily verifiable.

5.2.2 Provide details if you have you been involved in litigation within the last five (5) years or is there any pending litigation arising out of your performance? Provide a list of all litigation within the last five (5) years.

5.2.3 If your firm has ever failed to complete any work awarded to you, detail where and why.

5.2.4 If your firm has your ever been terminated from a contract, detail where and why.

5.3. Tab 3 - Education, Professional Affiliations or Certifications

Résumés - submit a current résumé for each professional delivering services. (Maximum 3 pages each).

5.4. Tab 4 – Client Examples

In this Section, Offeror shall provide a minimum of three (3) client examples demonstrating the delivery of the scope of work for the categories in which it is proposing. The client examples will also serve as reference checks. If the Offeror is submitting for multiple categories, please provide at least one (1) client example for each category. If the Offeror is proposing for more than three categories, please submit additional client examples.



SECTION III – SUBMITTALS

CITY OF PHOENIX

For example, if the Offeror is submitting for one to three (1 to 3) categories, please submit three (3) client examples representing each category of expertise. If you are submitting for four (4) or more categories, please submit at least one (1) client example for each category. This means more than 3-client examples may be submitted.

Each client example should include:

- a. Client's Name
- b. Client's Contact Information (Name, Telephone Number, Email and Physical Address)
- c. Description of Client's business
- d. Description of the Client's business need, how the offeror's staff approached that need (i.e. method of approach), final outcomes and deliverables, and proposed and actual timelines

5.5. Tab 5 – Submittals Documents

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

- Attachment A – Bid Sheet
- Attachment B – Management Technical Assistance Program Consultant Application
- Attachment C – Payment Terms & Options
- Attachment D - Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- Attachment E – References
- Attachment F – Solicitation Conflict & Transparency Disclosure Form
- Attachment G – Offer Form

5.6. Tab 6 – Bid Sheet

In this section, Offer must complete and include form under Section IV, Attachment A.

5.7. Tab 7 – Management Technical Assistance Program Consultant Application

In this section, Offer must complete and include the form under Section IV, Attachment B.

5.8. Tab 8 – Signed Addenda

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



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

ATTACHMENT A

BID SHEET



SECTION IV – ATTACHMENTS

CITY OF PHOENIX



City of Phoenix

NEIGHBORHOOD SERVICES DEPARTMENT

Neighborhood Engagement Division

BID SHEET

Please complete a Bid Sheet for each category for which you are submitting. The table below asks for the price per hour for one-on-one technical assistance and the price for a two-hour workshop on an area of proposed expertise.

Services	
One-on-One Technical Assistance Hourly Rate for Consulting Services (As listed in Section V Scope of Work - 4.1)	Price per Hour
Category (Please check one):	
<input type="checkbox"/> Accounting	\$
<input type="checkbox"/> Finance & Loan Packaging	\$
<input type="checkbox"/> General Business	\$
<input type="checkbox"/> Human Resources Packaging	\$
<input type="checkbox"/> Information Technology Systems	\$
<input type="checkbox"/> Marketing	\$
<input type="checkbox"/> Organizational Development	\$
<input type="checkbox"/> Public or Private Procurement	\$
<input type="checkbox"/> Quality Control	\$
<input type="checkbox"/> Food Businesses	\$
<input type="checkbox"/> Legal Services	\$
<input type="checkbox"/> Architecture & Engineering Services	\$
<input type="checkbox"/> Other: _____	\$
Workshop Presentation Rate (As listed in Scope of Work, 3.2)	Price per Workshop
Two-hour workshop presented by Consultant. (please present total price, considering all hours required to prepare and conduct a two-hour workshop, including all printed materials, handouts, etc. for the category denoted above).	\$

Signature: _____

Date: _____

Printed Name: _____

Title: _____



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

ATTACHMENT B

**Management Technical Assistance Program
Consultant Application**



SECTION IV – ATTACHMENTS

CITY OF PHOENIX



City of Phoenix

NEIGHBORHOOD SERVICES DEPARTMENT

Neighborhood Engagement Division

MANAGEMENT TECHNICAL ASSISTANCE CONSULTANT APPLICATION

PLEASE PRINT

A. Contact Person for this Application

Person:	Mobile:
---------	---------

B. Company Detail

Name:		
Address:		
Address (Line 2):		
City:	State:	Zip:
Telephone:	Website:	Email:
Type of Business: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership		
Employer Tax ID#:	State Tax #:	City Tax #:

C. Principals of Company

1) Name:		
Title:	Email Address:	
Address:		
City:	State:	Zip:
Home Telephone:	Mobile Telephone:	
Related Work Experience:		
2) Name:		
Title:	Email Address:	
Address:		
City:	State:	Zip:
Home Telephone:	Mobile Telephone:	
Related Work Experience:		

** If there are more principals, please attach a separate sheet of paper.



SECTION IV – ATTACHMENTS

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ATTACHMENT C

PAYMENT TERMS & OPTIONS



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

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

- Consultant 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.**
- Consultant 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.



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

ATTACHMENT D

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



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

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

The prospective participant (Consultant 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 (Consultant 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: _____



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

ATTACHMENT E

REFERENCES



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

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

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



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

ATTACHMENT F

**SOLICITATION CONFLICT & TRANSPARENCY
DISCLOSURE FORM**



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

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

1. Name of person submitting this disclosure form.			
First	MI	Last	Suffix
2. Contract Information			
Solicitation # or Name: NSD-RFQu-21-003, MANAGEMENT TECHNICAL ASSISTANCE (MTA) PROGRAM			
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 subconsultants on this contract or indicate N/A.			
<input type="checkbox"/>	Subconsultants may be retained, but not known as of the time of this submission. List of		
<input type="checkbox"/>	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.			



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

CITY OF PHOENIX

9. Acknowledgements

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

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

10. Fraud Prevention and Reporting Policy

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

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

OATH

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

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

PRINT NAME

TITLE

SIGNATURE

DATE

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



ATTACHMENT G

OFFER FORM



SECTION IV – ATTACHMENTS

CITY OF PHOENIX

OFFER

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