

**LAW DEPARTMENT  
OUTSIDE COUNSEL SERVICES  
REQUEST FOR OFFER (RFQ)  
RFQ 21-LAW-001**

**Schedule**

<b>ACTIVITY (All times are local Phoenix time)</b>	<b>DATE</b>
Issue RFQ	03/18/21
Submittal of Written Questions by time a.m./p.m.	03/25/21 @ 3:00 p.m.
Responses to Written Questions	04/01/21
Offer Submittal by time a.m./p.m.	04/15/21 @ 3:00 pm
Award Recommendation to Phoenix City Council	06/02/21

**Submit requests for alternate formats to:**

Jessica Arambula, Procurement Officer  
City of Phoenix Law Department  
200 West Washington, 13<sup>th</sup> floor  
Phoenix, Arizona 85003  
Telephone: (602) 262-6761  
[jessica.arambula@phoenix.gov](mailto:jessica.arambula@phoenix.gov)

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

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**ATTACHMENT A** – Agreement Sample

**ATTACHMENT B** - Agreement Sample (Collections)

**ATTACHMENT C** - Agreement Sample (Aviation)

**ATTACHMENT D** – Questions Form

**ATTACHMENT E** – Areas of Practice and Rate Schedule

**ATTACHMENT F** – Business Certification and Other Information

**ATTACHMENT G** – HUD Required Provisions

**ATTACHMENT H** - Affidavit

**ATTACHMENT I** – Solicitation Conflict and Transparency Disclosure Form

**ATTACHMENT J** - Letter of Engagement Template (LOE)

# 1. RFQ PROCESS

## A. Introduction

The City Attorney of the City of Phoenix requests detailed information concerning the qualifications and hourly rates of law firms or attorneys willing to provide legal services as outside counsel to the City of Phoenix and affiliated entities.

The City Attorney intends to establish a list of qualified attorneys and law firms (“Counsel List”) from which outside counsel will be selected to provide legal services on an as-needed, case-by-case or matter-by-matter basis through a Letter of Engagement (LOE).

The Offer by the qualified attorney or law firm to furnish legal services at the rates provided in **Attachment E-Area of Law/Rates** must remain fixed for the entire term of the offer and acceptance period until accepted by the City Attorney. These rates will also remain fixed for the duration of any LOEs entered into during the two-year period until those cases are completed.

The City Attorney may enter into an agreement for legal services with a qualifying attorney or law firm; however, the execution of an agreement does not guarantee that any case or matter, or any minimum number of cases or matters, will be assigned to any particular attorney or law firm.

After the execution of an agreement, the City Attorney will assign a case or matter to an attorney or law firm through the LOE. The LOE will set forth the scope of retention, confirm the rates applicable to the specific retention, and may designate the specific attorney(s) to provide the services required. See Attachment J, LOE which has been revised for cases assigned after July 1, 2021.

All documents and information involving this RFQ process are available from the City’s RFQ Internet site:

<https://www.phoenix.gov/solicitations>

## B. Minimum Qualifications

Offeror must be authorized to practice law and be in good standing in the state in which Offeror is authorized to practice law. While the City Attorney accepts offers from attorneys admitted to jurisdictions outside of Arizona, the City Attorney anticipates most of the legal services involve matters located within Arizona.

Each Offeror must demonstrate in its offer that it meets the minimum

qualifications, or its offer will be disqualified as non-responsive. If the minimum qualifications are met, Offerors will be placed on the City's list, and must sign the Master Agreement. However, there is no guarantee of assignments by being placed on the list or signing the Master Agreement. Assignments for legal counsel are at the sole discretion of the City Attorney based on experience and needs of the City.

### **C. Agreement Term and Contractual Relationship**

The City Attorney anticipates the need for many non-exclusive agreements, but the exact number is unknown. The agreement is a period of two (2) years.

Offeror is advised to read the representative agreements in the Attachments carefully, these terms will not be negotiated after this RFQ closes. These agreement terms may be amended at the sole discretion of the City at any time during the RFQ process and prior to execution.

Offerors are responsible for reading the draft agreement and submitting any questions about it in accordance with the process listed in **Section D**. By submitting a response, each Offeror agrees it will be bound by the agreements. Offeror must be specific about the areas of law that they are offering their service and designate those areas in their response.

### **D. Offeror Questions and Notification**

Offerors are advised to read this RFQ in its entirety. Failure to read or understand any portion of this RFQ shall not be cause for waiver of any portion of the RFQ or subsequent agreement.

All questions about this RFQ must be submitted in writing no later than the deadline listed on page 1 to Jessica Arambula, Procurement Officer at [jessica.arambula@phoenix.gov](mailto:jessica.arambula@phoenix.gov). All written questions will be responded to in writing and posted at: <https://www.phoenix.gov/solicitations>  
Note that questions should only be submitted to the Procurement officer per the City's transparency policy, as stated in general conditions.

### **E. Notifications and registration requirements**

Amendments to this RFQ will be in writing. The City shall not be responsible for any oral instructions given by any City employee, consultant, or official regarding RFQ instruction, specifications, or documents.

**PLEASE NOTE THE REQUIREMENT: Offerors must be registered in the City's e-Procurement Self-Registration System at**

<https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information.

## 2. SCOPE OF WORK

### A. Overview

It is intended that when an attorney or law firm is retained or referred a lawsuit or other legal matter by the City Attorney, the attorney or law firm will provide any necessary legal representation to the City and any of its officers, employees or agents acting within the scope of their employment. The attorney or law firm shall perform all necessary legal services, including but not limited to investigation, legal research, and preparation of legal memoranda, pleadings and briefs and making appearances before administrative tribunals, mediators, arbitrators and courts, in representing the City. These services shall be performed on an as-needed, case-by-case or matter-by-matter basis for the City of Phoenix Law Department and will be more fully defined in the resulting LOE.

### B. Good Standing Requirement

In order to have an Offer considered for review, the Law Department requires all Offerors who contract with the City of Phoenix to be in good standing in the state in which they are authorized to practice law at all relevant times including, but not limited to, the Offer and acceptance period and throughout the term of any resulting agreement.

## 3. OFFER INSTRUCTIONS

### A. Delivery of Offer

Each Offeror must submit the following marked with the Offeror's name, the name of this RFQ:

The offer shall contain one (1) original and two (2) copies, for a total of three (3) copies. If sent by mail; Access to City buildings is by appointment only. Please email Jessica Arambula at [jessica.arambula@phoenix.gov](mailto:jessica.arambula@phoenix.gov) to schedule an appointment. To submit an offer in person, no later than 2 business days prior to the Offer Due Date and time to:

**RFQ No. 21-LAW-001**  
**Cris Meyer, City Attorney**  
**City of Phoenix Law Department**  
**200 West Washington Avenue, 13<sup>th</sup> Floor**

**Phoenix, AZ 85003-1611**

Electronic submittals email to:  
[jessica.arambula@phoenix.gov](mailto:jessica.arambula@phoenix.gov)

Bid submittals may be submitted electronically and must be received on or before the due date and time indicated in this RFQ. Only approved digital signatures are acceptable (not typed signatures).

Offer shall be marked on the outside, or on the Subject Line, with “**OFFER, OUTSIDE COUNSEL SERVICES, RFQ No. 21-LAW-001**” and contain the submitter’s name.

It is your responsibility to ensure your email with your Offer was submitted and received on time. Large emails may get rejected by the City’s email system – therefore links to a SharePoint or OneDrive are acceptable, or multiple emails labeled with email “1 through 3” etc. The date and time on the email(s) as received/stamped by the City’s inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

Offer must be submitted by the deadline listed on page 1 - **Offers received after the deadline will be disqualified as non-responsive.**

**B. Form of Offer**

Offer shall conform to the following format. Offer that are incomplete; conditional; obscure; or that contain additions not requested, changes or exceptions to material provisions or requirements of this RFQ; or irregularities of any kind, are subject to disqualification as non-responsive.

Each offer must include all of the following in the following order:

- i. **Document 1** – a Letter of Transmittal as the first page(s) of the Offer including the following:
  - a. Statement indicating the submission of a formal Offer to “**Outside Counsel, RFQ No. 21-LAW-001.**”
  - b. General description of areas of specialization - please be specific about areas of law that your firm practices and is offering.
- ii. **Document 2** - a “conflicts letter” setting forth either: (a) the nature of any representation currently adverse to the City of Phoenix or (b) a

representation that there is no such legal activity adverse to the City or its interests.

- iii. **Document 3** - identification of the areas of legal service being offered by completing the Areas of Practice Rate Schedule form, **Attachment E-Outside Counsel**.
- iv. **Document 4** - a Certificate of Insurance providing coverage as described in **Attachments A (item 36) and B (item 31)**, Insurance Requirements. The failure to provide a certificate of insurance in conformity with insurance requirements will not disqualify the Offeror from being placed on the list of qualified attorneys and law firms but will be required prior to any work being assigned to any attorney or law firm. Any alternative insurance requirements must be approved by the City Attorney in his sole discretion.
- v. **Document 5** - general background information with respect to the firm and attorneys/individuals with special focus on the area of activity offered. The Offeror should indicate:
  - a. the size and experience of the firm,
  - b. the type of firm organization (i.e., partnership, professional corporation), and
  - c. the overall areas of practice of the firm, including alternative dispute resolution services.

Specific information with respect to each area of specialization:

- a. the names of the attorneys/individuals who will be assigned to provide legal services for that specific area of law,
  - b. the number of years they have been practicing in that area of law,
  - c. their position in the firm hierarchy for billing purposes (e.g., senior partner, junior partner, senior associate, or junior associate),
  - d. their specialist certification (if any),
  - e. references from current or former clients;
- vi. **Document 6** – the Business Certification and Information form, **Attachment F**, signed by the person with full authority to enter into any future binding agreement(s).
- vii. **Document 7** – the Affidavit form, **Attachment H**, signed by the person with full authority to enter into any future binding agreement(s).



- viii. **Document 8** – the Solicitation Conflict and Transparency Disclosure form, **Attachment I**, signed by the person with full authority to enter into any future binding agreement(s).

#### **4. OFFER EVALUATION**

Offer will be reviewed by City staff for responsiveness and documentation of minimum qualifications, completeness, and adherence to the RFQ requirements. The City reserves the sole right to determine the sufficiency of qualifications and experience of all Offeror.

##### **A. Evaluation Criteria**

- i. Determining Responsiveness and Responsibility
  - a. 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.
  - b. Responsiveness: Nonresponsive offer will not be considered in the evaluation process. The RFQ states criteria that determine responsiveness, and the RFQ includes terms and conditions that if included or excluded from offer will render an offer nonresponsive.

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, 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.

##### **B. Offer and Acceptance Period**

Once an Offeror has been placed on the Counsel List the Offeror must maintain and shall not increase the hourly rates set forth in the Offer for the particular billing designation and specialty. The hourly rates in an Offer must remain fixed throughout the offer and acceptance period, which begins July 1, 2021 and runs through June 30, 2023, until accepted by the City Attorney or City Manager as appropriate. The rates must remain fixed throughout the term of any resulting

agreement and any extensions of the agreement and including any assignments by LOE during the two-year term.

### **C. Late Offers May Not Be Considered**

Offers received after the stipulated deadline date and time may not be considered.

## **5. GENERAL TERMS AND CONDITIONS OF OFFER**

### **A. Transparency Policy**

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

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the **Procurement Officer** and are posted as open meetings with the City Clerk at least twenty-four (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.

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 offer, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the offer review panel or selecting authority must be provided in writing to all prospective Offerors.

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 disqualification Notice is received, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

**B. Award Recommendations**

Award recommendations will be posted at:

<https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations>. On the day the City posts the award recommendation, the procurement file for this RFQ will be available for Offerors and the public to review. The procurement file constitutes all offer, the RFQ and all addenda, advertising documents, agendas, meeting minutes, and presentations (if any).

**C. Disclosure of Confidential and Proprietary Information**

All materials submitted by Offerors shall become the property of the City and become a matter of public record available for review pursuant to Arizona law. Each Offeror shall mark any information submitted as part of its offer that the Offeror deems confidential or proprietary (collectively Confidential Information).

If the City receives a request to review or disclose such Confidential Information, the City will provide the Offeror written notice of the request to allow the Offeror the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The Offeror must obtain and deliver to the Procurement Officer a court order within the time specified in the City’s written notice. If no court order is issued and received by the Procurement Officer within the time specified, the City may disclose or allow the review of such Confidential Information. If an Offeror intends to seek a Court Order to shield its Confidential Information, the protest period will be extended the same number of days to allow for this process.

**D. City’s Reservation of Rights**

The City reserves the right to take any course of action the City deems appropriate at the City's sole and absolute discretion, which may include:

- i. Waiving any defects or informalities in any offer or proposing procedure;
- ii. Accepting or rejecting any or all offer or any part of any or all offer;
- iii. Canceling the RFQ in part or in its entirety;
- iv. Reissuing the RFQ with or without modification;
- v. Negotiating with any qualified Offeror;
- vi. Extending the deadline for offer; and/or
- vii. Requesting additional information from any or all Offerors.

**E. City's Right to Disqualify for Conflict of Interest**

The City reserves the right to disqualify any respondent who fails to provide information or data requested herein or who provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any respondent on the basis of any real or apparent conflict of interest that is disclosed by the submittals submitted or any other data available to the City. This disqualification is at the sole discretion of the City. The Offeror, by submittal of an offer, waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council, or any court.

Additionally, any respondent or any member or affiliate of a responding team that currently contracts with the City must be in good standing for its submittal to be considered responsive. For the purpose of this RFQ, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

**F. Preparation Costs**

Under no circumstance will the City be responsible for any costs incurred by anyone in 1) responding to this RFQ; 2) in any subsequent follow up to the offer; or 3) in any subsequent negotiations of a contract.

**G. Modification or Withdrawal of Offer**

Offers may be withdrawn by requesting such withdrawal in writing at any time prior to 3:00 p.m. MST on the Offer due date. Notice of withdrawal of Offer prior to Offer Date must be in writing and must be signed by the Offeror. OR, Offeror may withdraw the Offer electronically by email to [jessica.arambula@phoenix.gov](mailto:jessica.arambula@phoenix.gov) - the request to withdraw must be in the form of letter attached to the email that includes either an image of the duly authorized representative's signature or an

electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

This does not preclude the submission of a substitute Offer by such Offeror prior to 3:00 p.m. MST on the Offer Date.

After 3:00 p.m. MST on the Offer Date, Offers shall be binding without modification or amendment. After this time, no Offeror will be permitted to withdraw its Offer without penalty, and the submission of the Offer will constitute a valid offer subject to acceptance by the City Attorney.

#### **H. Offeror Certification and Affidavit**

By submitting an offer, each Offeror certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Any Offeror unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and -502, the City shall require any successful Offeror that submits its offer as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence prior to the award of any contract resulting from this process.

#### **I. Covenant Against Contingent Fees Paid to Offeror**

By submitting an offer, the Offeror certifies it has not employed or retained any person or company, other than a member of its proposed team or a bona fide employee working solely for the Offeror, to solicit or secure the contract described in this RFQ, and that no agreement has been made to pay the Offeror or any member of its team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. For breach or violation of this certification, the City shall have the right to annul any contract entered into with a Offeror as result of this RFQ without liability, or in its discretion to deduct the contract price or consideration, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

#### **J. No Gratuities**

Offerors shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City nor its advisors for the purposes of influencing this selection. Any attempt to influence the selection process by any

means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.

**K. Execution of Agreement(s)**

The City will send the final agreement to the recommended Offeror. Within 30 calendar days from the date the agreement was sent, the recommended Offeror must sign and submit the final agreement to the City. If the City does not receive the signed agreement and all other required documentation from the recommended Offeror within calendar 30 days, the City may consider not awarding the agreement to the Offeror.

Until such time as the City executes an agreement with a recommended Offeror, no contractual relationship exists. If the recommended Offeror is subject to regulation by the Arizona Corporation Commission (ACC), it must be authorized to transact business in Arizona and be in good standing with the ACC at the time it signs the agreement.

**7. PROTEST PROCESS**

Bidder(s)/Offeror(s) 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. **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.**

Bidder(s)/Offeror(s) may protest an adverse determination issued by the City, regarding whether the Bidder(s)/Offeror(s) is responsible or its offer or response is responsive, within seven days of the date the Bidder(s)/Offeror(s) was notified of the adverse determination.

Bidder(s)/Offeror(s) may protest an award recommendation if the Bidder(s)/Offeror(s) can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. Staff recommendations to award the contract(s) to a particular Bidder(s)/Offeror(s) shall be posted on the City's website. An unsuccessful Bidder(s)/Offeror(s) may file a protest no later than 7 calendar days after the recommendation is posted on the website.

- A.** All protests shall be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
- B.** Identification of the solicitation number;

- C. The name, address and telephone number of the protester;
- D. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- E. The form of relief requested; and
- F. The signature of the protester or its authorized representative.

The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed. All protests and appeals must be submitted in accordance with the Procurement Code (Phoenix City Code, Section 43) and Administrative Regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.