SECTION VI – SUBMITTALS

1. **COPIES/SUBMISSION OPTIONS:**

**Submission in Person by Appointment (hard copy):** Per the requirements in Section I, Instructions, Item 3, Schedule of Events table and Item 12, Submission of Offer, please submit one (1) original, five (5) copies, and one (1) electronic copy (portable drive or CD) of the Submittal Section and all other required documentation.

**Submission via Email (no hard copy):**  Offers may be emailed, as a PDF document, per the requirements in Section I, Instructions, Item 12, Submission of Offer.

**Please submit only the Submittal Section and all other required documentation, 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. **OFFER SUBMITTAL FORMAT:**

The written offer should be:

* Typewritten for ease of evaluation;
* Submitted in a binder, preferably using double-sided copying (hard copy submittal);
* Signed by an authorized representative of the Offeror;
* Typed signatures are not acceptable on any of the required documents for submittal;
* Submitted with contact information for the individual(s) authorized to negotiate with the City;
* Submitted with a table of contents and tabbed per the following major sections:

**Tab 1 Method of Approach**

**Tab 2 Qualifications and Experience**

**Tab 3 Program Evaluation and Measures**

**Tab 4 Organization Information**

**Tab 5 Submittal Section documentation**

**Tab 6 Signed Addenda, if any**

1. **COSTS AND FEES (PRICE):** Offerors shall submit prices for the Shoplifting/Theft Diversion Program. This Costs and Fees Section represents the City of Phoenix’s official request for a price quotation and MUST be completed by the Offeror. The pricing stated herein must be a firm fee. Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance, and any other items necessary to effectively conduct and complete the Scope of Work.

Cost is a factor in awarding the contract, however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of price. After a composite technical score for each proposer has been established, the pricing score will be considered and additional points will be added to the technical score to determine the RFP total score.

* 1. **PROGRAM FEES:** Complete the table as it applies to your program. Do not leave blanks; if it does not apply indicate “not applicable”, identify and explain any other fees that apply to your program by adding to the table.

|  |  |
| --- | --- |
|  | Fees |
| Cost of Screening/Intake  (separate if different amounts) |  |
| Cost per Educational session(s) |  |
| Cost per Counseling session(s) |  |
| Any Reschedule fee(s) |  |
| Any Late fee(s) |  |
| Out of County/State Monitoring fee |  |
| Identify and explain any other fees by adding to the table |  |

(remainder of page intentionally left blank)

1. **YEARS IN BUSINESS AND REFERENCES:** Contractor certifies that they have provided educational/counseling services, the same as, or similar to, the program listed in this solicitation for a period of two years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, educational/counseling services, the same as, or similar to, the program proposed. **The Offeror may not use the City of Phoenix as a reference.**

Company Name

Address

Reference

Telephone Number

Email address

Company Name

Address

Reference

Telephone Number

Email address

Company Name

Address

Reference

Telephone Number

Email address

**OFFER**

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

|  |  |
| --- | --- |
| Arizona Sales Tax No. |  |
| 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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name and Title

(LLC, Inc., Sole Proprietor) (Member, Manager, President)

|  |  |
| --- | --- |
| Address |  |
| City, State and Zip Code |  |
| Telephone Number |  |
| Company’s Fax Number |  |
| Company’s Toll Free # |  |
| Email Address |  |

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

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

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

**CITY OF PHOENIX**

A Municipal Corporation

Ed Zuercher, City Manager

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director or delegate, Department

Bob Smith

City Prosecutor

Attest:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ this \_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2020

City Clerk

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

|  |
| --- |
| **CONFLICT OF INTEREST AND SOLICATION DISCLOSURE TRANSPARENCY FORM** |
| This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive. |
| 1. Name of person submitting this disclosure form. |
|  |
| First MI Last Suffix |
| 1. Contract Information |
| Solicitation # or Name: |
| 1. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract) |
|  |
| 1. 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. |
|  |
| 1. List any individuals or entities that will be subcontractors on this contract or indicate N/A. |
| * Subcontractors may be retained, but not known as of the time of this submission. * List of subcontracts, including the name of the owner(s) and business name: |
| 1. 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. |
|  |
| 1. **Disclosure of Conflict of Interest**: |
| 1. **City Code Section 43-34**   Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?  “An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”   * I am not aware of any conflict(s) of interest under City Code Section 43-34. * I am aware of the following potential or actual conflict(s) of interest: |
| 1. **ARS Sections 38-501 et. Seq. & City Charter Chapter 11**   State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).  Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative 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](http://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: |
| 1. **Acknowledgements** |
| 1. **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.** |
|  |
| 1. **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](mailto: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 |