

ENVIRONMENTAL PROJECT SPECIALISTS
Request for Proposals (RFP)
RFP-63-2304

Schedule

| ACTIVITY (All times are local Phoenix time) | DATE |
|--|-----------------|
| Issue RFP | May 5, 2022 |
| Pre-Proposal Meeting at 1:00 p.m. via Cisco Webex | May 13, 2022 |
| Submittal of Written Questions by 5 p.m. | May 20, 2022 |
| Responses to Written Questions | May 27, 2022 |
| Proposal Submittal by 11:59 p.m. | June 24, 2022 |
| Short Listing and Consultant Interviews, if applicable | TBD |
| Award Recommendation to Phoenix City Council | August 24, 2022 |

Submit proposals and requests for alternate formats to:

Genie Usher, Procurement Officer
City of Phoenix Street Transportation Department
200 W. Washington Street, 5th Floor
Phoenix, Arizona 85003
Telephone: (602) 251-8950 (7-1-1 Friendly)
genie.usher@phoenix.gov

Date posted on website (Issue Date): September 24, 2021

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



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RFP PROCESS

1. DESCRIPTION – STATEMENT OF NEED:

The City of Phoenix Street Transportation and Parks and Recreation Departments (Streets/Parks) invite proposals for Environmental Project Specialists in the area of natural/cultural resources environmental consulting for a five-year period commencing on or about January 1, 2022 in accordance with the specifications and provisions contained herein. It is the City's intent to award agreements to one or more consultants and to distribute the assignments at the City's discretion.

2. MINIMUM QUALIFICATIONS:

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

- 2.1 Consultant must have been in operation a minimum of five years. The Offeror's normal business activity during the past five years will have been for providing the goods or services in this solicitation.
- 2.2 Cultural – Familiar with State Museum requirements and archaeological coordination process for City projects. Able to assess Historic Properties, provide cultural resource assessments, and assist in the Section 106 process.
- 2.3 NEPA – Ability to coordinate project reviews and surveys. Have an understanding to coordinate and draft NEPA documentation for projects involving federal funds often involving the Arizona Department of Transportation (ADOT).
- 2.4 Biology – Experience evaluating potential impacts to federally & state protected species, sensitive species, and other wildlife under various protective acts. Ability to evaluate potential habitats in project areas.
- 2.5 Permitting – Understanding of permits related to Clean Water Act Sections 401 & 404 for City projects. Permits related to archaeology and historic preservation, Section 106. Prepare documentation as necessary to comply with agency requirements.
- 2.6 Air Quality/Due Diligence – Understanding of requirements for compliance with asbestos, lead, and microbial regulations. Familiar with ASTM E1527-13 for due diligence on property transactions.

3. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

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



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

4. PRE-PROPOSAL MEETING:

Consultants may attend the pre-proposal meeting via Cisco Webex on the date and at the time listed on page one of this solicitation. Please register for this meeting by emailing the procurement officer on the front page.

Meeting link:

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m5e01dbc76d1d9ad1ebd225ec11a9fc43>

Password: kCpGRmyF923

More ways to join:

Join by video system

Dial 24584968034@cityofphoenix.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-415-655-0001 US Toll

[Global call-in numbers](#)

5. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Consultant will provide consulting services that will be in accordance with the Scope of Work as set forth in *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 progress reports to Environmental Program Coordinator, or “the City” per a mutually agreed-upon schedule.

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

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



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7. PREPARATION OF OFFER:

- 7.1 All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 7.2 It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Consultant's errors or omissions.
- 7.3 All time periods stated as a number of days will be calendar days.
- 7.4 It is the responsibility of all Consultants to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Consultants are strongly encouraged to:
 - 7.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 7.4.2 Study and carefully correlate Consultant's knowledge and observations with the solicitation and other related data.
 - 7.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Consultant has discovered in or between the solicitation and such other related documents.
- 7.6 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Consultant is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

8. EXCEPTIONS:

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

9. INQUIRIES:

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



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

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

10. ADDENDA:

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

11. LICENSES:

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

12. CERTIFICATION:

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Consultant must not discriminate against any employee, or applicant for employment in violation of Federal or State Law. The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

13. SUBMISSION OF OFFER:

The City of Phoenix will accept submittals electronically ONLY for this RFP process. No hardcopies will be accepted. To submit proposals electronically, offers must be able to be downloaded by the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late offers will not be considered. The prevailing clock will be the Department clock.

All offers must be completed as indicated in the Submittal section.



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14. WITHDRAWAL OF OFFER:

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

15. OFFER RESULTS:

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

16. PRE-AWARD QUALIFICATIONS:

16.1 Consultant must have been in operation a minimum of five years. The Consultant's normal business activity during the past five years will have been for providing complete scope of work listed in this solicitation. (This information must be provided in The Submittal section. Years in Business and Customer Reference Listing of this solicitation.)

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

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

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

17. AWARD OF CONTRACT:

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



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Factors that will be considered by the City include:

- Technical capability of the Consultant to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
- Safety record; and,
- Consultant history of performance and termination for convenience or cause.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

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

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

19. SOLICITATION TRANSPARENCY POLICY:

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

19.2 Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such



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

- 19.3** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 19.4** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Consultant may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 19.5** “To discuss” means any contact by the consultant, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers, or responses are rejected, and the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.
- 20. PROTEST PROCESS:**
- 20.1** Consultant may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 20.2** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.



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

21. PUBLIC RECORD:

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. **If a Consultant believes that a specific section of its Offer response is confidential, the Consultant will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response.** A Consultant may request specific information contained within its Offer is treated by the Procurement Officer as confidential **provided the Consultant clearly labels the information “confidential.”** To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Consultants as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify a Consultant in writing of any



SECTION I – INSTRUCTIONS

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request to view any portion of its Offer marked “confidential.” The Consultant will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Consultant does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

22. LATE OFFERS:

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

23. RIGHT TO DISQUALIFY:

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

24. MULTIPLE AWARDS:

The City reserves the right to award to more than one consultant. The City’s decision to utilize multiple consultants will be final and conclusive.

25. EVALUATION OF COMPETITIVE SEALED OFFERS:

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

26. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

26.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

26.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if



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included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

- 26.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 26.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the consultant, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible consultant. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.
- 26.5.** The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- 26.6.** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.
- 27. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:**
During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings, and which Offers are within the Competitive Range, when appropriate.
- 28. OFFERS NOT WITHIN THE COMPETITIVE RANGE:**
The City may notify Offerors of Offers that the City determined are not in the Competitive Range.



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29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

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

30. BEST AND FINAL OFFERS (BAFO):

- 30.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 30.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the



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solicitation as weighted, the City will then perform final scoring and prepare final rankings.

- 30.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 30.4.** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.



**SECTION II – PROFESSIONAL SERVICES
CONSULTING AGREEMENT**

CITY OF PHOENIX

PROFESSIONAL SERVICES CONSULTING AGREEMENT

Environmental Project Specialists

AGREEMENT NO. _____

**Street Transportation Department
Genie Usher, Procurement Officer
200 W. Washington St., 5th Floor
Phoenix, AZ 85003
(602) 261-8950
genie.usher@phoenix.gov**

| | | |
|---|--|------------------------|
|  | SECTION II – PROFESSIONAL SERVICES CONSULTING AGREEMENT | CITY OF PHOENIX |
|---|--|------------------------|

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF PHOENIX AND

LEGAL NAME OF CONSULTANT

This **AGREEMENT** is made and entered into this 1st day of January, 2022, (“the Effective Date”), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and legal name of Consultant, (hereinafter referred to as “Consultant or Contractor”).

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council [Ordinance Number and Agenda Number if applicable] on [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 a period of five (5) years.
- 1.2. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.2.1. reaching the end of the term exercised as set forth in 1.1;
 - 1.2.2. completing the services set forth in the Scope of Work attached as *EXHIBIT A – SCOPE OF WORK* (the “Services”);
 - 1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or
 - 1.2.4. termination pursuant to the provisions of this Agreement.



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2. PAYMENT:

- 2.1. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Agreement will not exceed \$385,000 per year including reasonable and necessary travel expenses, if approved in advance by the City and included in the Fee Schedule *EXHIBIT B*. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.
- 2.2. Contractor will submit weekly invoices. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights.
- 2.3. Invoices will be submitted to: invoices@phoenix.gov
- 2.4. Contractor will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:
- Business Expenses: If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that require receipts include but are not limited to express mail; delivery services; messenger services; and outside printing.
 - Office Expenses: If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, which includes how the expense was incurred. Examples of office expenses needing documentation include but are not limited to



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telephone; internal printing /copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles (long distance charges only); and supplies.

- Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Contractor will be held to comply with City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, revised January 16, 2015, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required documentation as available on the City’s website and incorporated herein as if attached.

3. **METHOD OF ORDERING (PURCHASE ORDERS):**

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

4. **SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:**

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

5. **INDEMNIFICATION & INSURANCE REQUIREMENTS - see exhibit c**

6. **INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.**

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

6.2 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of



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the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

7. LEGAL WORKER REQUIREMENTS:

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

- 7.1** Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- 7.2** 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.
- 7.3** The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

8. CONFIDENTIALITY AND DATA SECURITY:

- 8.1.** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- 8.2.** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or



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destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

- 8.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 8.4. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this agreement without notice.
- 8.5. The obligations of Contractor under this Section will survive the termination of this Agreement.

9. CONTACTS WITH THIRD PARTIES:

- 9.1 Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.
- 9.2 Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

10. SBE/ DBE UTILIZATION:

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



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use of such businesses is encouraged whenever practical.

11. **AUDIT/RECORDS:**

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

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

12. **COMPLIANCE WITH LAWS:**

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

13. **AMENDMENTS:**

Whenever an addition, deletion or alteration to the Services described in *EXHIBIT A – SCOPE OF WORK* substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

14. **NO ORAL ALTERATIONS:**

No alteration or variation of the terms of this Agreement will be binding on the



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

15. NOTICES:

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

If to Contractor:

Legal name and address of contractor

If to City:

Mr. James Marshall, Environmental Program Coordinator
City of Phoenix, Street Transportation Department
200 W. Washington Street, 5th Floor
Phoenix, AZ 85003
Telephone: (602) 534-3747
e-mail: james.marshall@phoenix.gov

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, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement



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or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

17. GOVERNING LAW; FORUM; VENUE:

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

18. FISCAL YEAR CLAUSE:

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

19. TERMINATION OR SUSPENSION OF SERVICES:

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

- Discontinue advancing the work in progress, or such part that is described in the notice.
- Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
- Appraise the work it has completed and submit its appraisal to the City for evaluation.
- Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No



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payment will be made for loss of anticipated profits or unperformed services.

20. FINAL PAYMENT:

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

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

21. PROFESSIONAL COMPETENCY:

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

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

22. SPECIFIC PERFORMANCE:

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of



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

23. FORCE MAJEURE:

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

24. DOCUMENTATION:

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

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

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

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



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25. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:

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

26. CONFLICTS OF INTEREST:

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

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

26.3 Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.

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

27. PUBLIC RECORDS:

27.1 Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor



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understands that disclosure of some or all of the items subject to this Agreement may be required by law.

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

28. CLAIMS OR DEMANDS AGAINST THE CITY:

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

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

30. CONTINUATION DURING DISPUTES:

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

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

31. THIRD PARTY BENEFICIARY CLAUSE:

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

32. LAWFUL PRESENCE REQUIREMENT:

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

33. NO ISRAEL BOYCOTT:

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

34. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

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



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- opportunity requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.
- 34.2** *For a contractor with 35 employees or fewer:* Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.
- 34.3** *For a contractor with more than 35 employees:* Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because



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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.

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 consultants, which may include an audit of personnel and payroll records, if necessary.



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APPROVALS

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

CITY OF PHOENIX, a municipal corporation
Jeff Barton, City Manager

By: _____
Name: Kini L.E. Knudson
Title: Street Transportation Director

ATTEST:
City Clerk: _____

Date: _____

APPROVED AS TO FORM,
CRIS MEYER, City Attorney
By: _____

Name: _____

Title: _____

If your company is a corporation:

Name of company Corporation
a [State] corporation
By: _____

Name: _____

Title: _____
(President and CEO, etc.)



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If your company is a Limited Liability with Individual Members:

Name of company, LLC,
a State limited liability company

By: _____

Name: _____

Member: _____

By: _____

Name: _____

Member: _____

If your company is a Limited Liability with Individual Manager:

Name of company, LLC,
a State limited liability company

By: _____

Name: _____

Manager: _____

If your company is a Limited Liability with the Member or Manager is a Corporation:

Name of company, LLC,
a State limited liability company

Its Manager (Member)



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By: _____

Name: _____

President: _____

If your company is a Limited Liability with the Member or Manager is a General Partnership:

Name of company, LLC,
a State limited liability company

Its Manager (Member)

By: _____

Name: _____

an Arizona general partnership,

Its Manager or Managing General Partner



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EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION:

The Environmental Project Specialist will report directly to and be supervised by a Streets or Parks and Recreation Environmental Programs Coordinator or City Archaeologist to assist him/her in facilitating the management of the environmental/archaeological aspects for predesign, design, construction, operations, and/or maintenance projects being conducted by and through the Street Transportation and Parks and Recreation Departments with the intent of the City achieving full compliance with applicable environmental and archaeological regulations.

This scope of work includes coordination, collaboration and direct communications with: midlevel Department management; planning and design project managers; maintenance supervisors; project construction management staff; design engineering consultant company staff; Citywide environmental staff (such as Clean Water Act Section 404 Coordinator, City Archaeologist, City Historic Preservation Officer, Real Estate project managers); and various staff members of environmental or archaeological on-call services consulting companies with City contracts.

2. RESPONSIBILITIES

The individuals shall ensure that each assigned departmental project includes the necessary discovery, determination and implementation actions required to obtain the environmental permits and clearances from the various regulatory agencies.

Work to be performed by the Environmental/Archaeology Project Specialist may include, but not be limited to, the following:

- a. Keep the Streets Environmental Programs Coordinator (EPC) or Environmental Planner III (EPIII) fully informed on the status of each project assigned;
- b. Brief the Streets EPC or EPIII on environmental concerns and evaluate information for proper action;
- c. Responsible for coordinating environmental aspects of assigned departmental



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construction/maintenance projects throughout all phases of the project including pre-planning, planning, design, construction and closure;

- d. Responsible for documentation and communication of environmental impacts on project scheduling and costing;
- e. Identify alternative methods, approaches, and solutions when environmental project issues arise;
- f. Assist in obtaining regulatory compliance permits, certifications, registrations, and other clearances on assigned projects;
- g. Visit construction and maintenance project work sites to assess project status (this may include traversing rough terrain and varying elevations), or to evaluate archaeological discoveries;
- h. Ensure that the schedule of the progress of work plans for regulatory compliance and requirements are monitored accurately on assigned projects;
- i. Collect, compile, review, summarize, write reports and/or present environmental information and data on assigned projects;
- j. Respond to requests for assistance or information on project needs with immediacy (usually on the same day request is received);
- k. Attend, and in some instances, conduct project meetings and attend other regularly scheduled/periodic meetings;
- l. Work hours for the normal work week will vary from part time to full time and may include some evening and/or weekend hours;
- m. Provide recommendations for productivity improvements (i.e. cost savings, cost avoidance, cost containment).

3. GENERAL TECHNICAL CAPABILITIES/QUALIFICATIONS

Must be capable of performing the following tasks for each aspect in addition to the



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aspect-specific technical requirements shown below. Coordinate drafts and provide letters, reports, status updates and other discipline-specific documents. Prepare a project record for City staff files. Prepare a summary of all requirements and recommendations for inclusion in internal City documents (i.e. clearance memoranda, protocols, policies, procedures, practices, educational curricula, training presentations, etc.). Coordinate communications as necessary. Assist with environmental project management services including: planning; scoping; coordination with environmental on-call services consultants, agencies and City staff; record keeping; documentation of compliance and compliance tracking; project and task tracking; budget tracking; and coordination of compliance requirements for construction and maintenance administration. The ideal candidate for working in the City Archaeology Office will meet the National Park Service *Secretary of the Interior's Professional Qualifications for Archeology* and will possess bioarchaeology training and experience

4. CULTURAL ASPECT TECHNICAL CAPABILITIES/QUALIFICATIONS (ARCHAEOLOGY)

The Environmental Project Specialists for this aspect will have the appropriate level of education, training, and experience to hold a user agreement with AZSITE (Arizona's online cultural resources database) and the technical ability to perform archaeological research on AZSITE and of the City Archaeology Office Geodatabase.

At least one of the Environmental Project Specialists will have the education, training, and experience to be listed as a Project Director or Principal Investigator on an Arizona Antiquities Act blanket permit. Archaeological research of information relevant to Streets projects, other City department project, and private developer projects will be conducted by this position and professional recommendations will be reviewed with the City Archaeologist and provided to project managers. Projects will be assessed for the presence of and potential impacts to Historic Properties. The Environmental Project Specialist will:

- a. Work with City staff to identify necessary archaeological survey boundaries, conduct archaeological research and survey work, and provide Cultural Resource Assessment documentation.
- b. Assist with involvement of relevant parties in Section 106 process and with



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the identifying and mapping the Area of Potential Effects.

- c. Describe project undertakings.
 - d. Coordinate archaeological survey reports and assist in determining National and Arizona Registers of Historic Places eligibility and effects.
 - e. Coordinate and conduct activities relevant to archaeological survey, monitoring, testing, and Phase I and II data recovery design and implementation.
 - f. Review draft technical reports for their adequacy for compliance.
 - g. Coordinate the implementation of Memoranda of Agreements and treatment/work plans.
 - h. Coordinate and assist in the implementation of data recovery where appropriate.
 - i. Coordinate activities as needed in conjunction with construction schedules.
- 4.1** Identify land ownership and any required easements, leases, and fee purchase for properties. Identify contacts on property ownership. Assist City staff in coordinating with landowners. Assist City staff in obtaining necessary easements, including temporary construction easements.

5. NEPA ASPECT TECHNICAL CAPABILITIES/QUALIFICATIONS

Coordinate all necessary project reviews and surveys. Develop a complete Environmental Review Record for all subject reviews and permit requirements. Coordinate and draft all NEPA documentation (Categorical Exclusion and Clearance Memoranda, Environmental Assessments, and Environmental Impact Statements). For those projects involving the Federal Highway Administration and the Arizona Department of Transportation (ADOT), the Streets will require complete project management and direct coordination of all project activities with ADOT. Turn-key project management for all environmental aspects will be required for Local Public Agency projects.

6. BIOLOGY ASPECT TECHNICAL CAPABILITIES/QUALIFICATIONS

Identify and evaluate potential occurrences of federally and state protected species,



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sensitive species, urban and nuisance wildlife, and species under the protection of the Migratory Bird Treaty Act. Map potential habitats for all occurrences in the project area. This evaluation will require coordination with state and federal agencies, survey and mapping efforts, and potentially species-specific survey efforts. Prepare a species list (plant and animal) of dominant occurrences with a map of habitat types in project area. Correlate survey maps with photographs for project record.

Reporting requirements may include preparation of Biological Assessment and/or Evaluation, recommendations regarding possible effects to species of concern, biological report, survey report, nuisance wildlife report with recommendations, urban wildlife management plans and any necessary coordination of construction activities for timing relevant to species of concern and the Migratory Bird Treaty Act.

Survey and identify all plant species on designated property parcels. Inventory those plants that will require salvage in coordination with the Arizona Department of Agriculture. Inventory those plants that will be salvaged for reasons other than state law. Coordinate with the Arizona Department of Agriculture all necessary permits, notifications and salvage activities. Provide City staff a salvage plan for construction administration. If necessary, provide City staff a nursery plan for salvaged-plant care. Identify any City ordinance compliance needs for projects.

Permitting aspect technical capabilities/qualifications

Identify all potential permitting requirements for a project.

Identify any permitting needs relevant to Clean Water Act Section 404 and 401 through project area research and field surveys. Identify potential areas of impact that are jurisdictional; coordinate and prepare necessary jurisdictional delineations; coordinate and prepare any necessary pre-construction notification correspondence with accompanying maps; identify and map waters of the U.S.; calculate and prepare documentation for temporary and permanent impacts to waters of the U.S. Assist in coordinating any archaeological and/or historic preservation requirements with permitting requirements. Prepare a project compliance report for internal City staff that



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will outline construction compliance responsibilities for all types of permits: Clean Water Act Section 404 permits (non-notifying and notifying Nationwide Permits and Individual Permits) and any other associated Clean Water Act Section 401, State Museum, State Historic Preservation Office, etc.

Coordinate, implement and review permitting requirements relevant to Clean Water Act 402. Develop and provide Storm Water Pollution Prevention Plans, Soil Erosion and Sedimentation Plans, and Dust Control Plans. These activities include identifying permitting needs, coordinating necessary compliance documentation and notification requirements for construction administration, and providing compliance certification as required.

Research and coordinate all other permits as required for specific projects (e.g. SRP, State permits, etc.).

7. AIR QUALITY AND ENVIRONMENTAL DUE DILIGENCE ASPECT TECHNICAL CAPABILITIES/QUALIFICATIONS

Coordinate on City related projects activities related to asbestos, lead, microbial and Phase I, II, III Environmental Site Assessments. Review of project documents to determine testing and evaluation needs of project. Coordination with appropriate vendors to procure services as needed.

Reporting requirements may include review of asbestos, lead, microbial, and Phase I, II, & III ESA documents including cost estimates, reports, and work plans. Providing recommendations for additional investigation, abatement, or remedial actions based on findings. Coordination of these activities based on project needs.

8. ADDITIONAL REQUIREMENTS

The Environmental Project Specialist position may require the use of personal vehicles for City business. Individuals must be physically capable of operating the vehicles safely, possess a valid driver's license, have an acceptable driving record, and provide required insurance.

Drug testing will be required of the proposed Offerors before beginning work with the



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City. The company should provide pre-employment drug screening for the following substances: Marijuana, Opiates, Amphetamines, and Cocaine. The City of Phoenix supports a drug-free workplace.



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EXHIBIT B – FEE SCHEDULE

The Fee Schedule should be based on level of experience. A four (4) tiered scale should be used to display the fees to be charged. Tier 1 indicates novice capabilities. Tier 2 indicates skilled capabilities. Tier 3 indicates advanced capabilities. Tier 4 indicates expert capabilities.

The Fee Schedule should display the minimum hourly rate the employee will receive as well as the hourly billing rate to be charged to the City. If an overtime factor would apply, indicate an overtime factor. For example, the Fee Schedule should look something like the following:

| | <u>Tier 1</u> | <u>Tier 2</u> | <u>Tier 3</u> | <u>Tier 4</u> |
|--|---------------|---------------|---------------|---------------|
| <u>Environmental Project Specialist:</u> | | | | |
| Minimum Hourly Rate Paid to Employee | xx | xx | xx | xx |
| Hourly Rate Billed City of Phoenix | xx | xx | xx | xx |
| Overtime Factor | xx | xx | xx | xx |

The Consultant agrees to provide all services to the City specified at the price on their Fee Schedule during the term of this Agreement.

Please specify what tier is proposed for each potential project specialist in Attachment A.



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EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS

CONTRACTOR ENVIRONMENTAL SERVICES

1. DEFENSE AND INDEMNIFICATION CLAUSE:

Contractor (“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 this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses 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 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 this Contract, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the 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 this Contract.

Contractor (“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 demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees, expert fees, and reasonable expenses of investigation and remedial work (including but not limited to investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about



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or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as “Losses”) to the extent that such Losses are caused by the fault of Indemnitor, its officers, officials, members, managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. 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. As used in this section: (a) “Hazardous Substances” are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) “Environmental Law” means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) “Fault” means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Contract, 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 this Contract.

2. INSURANCE REQUIREMENTS:

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

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

2.1. SCOPE AND LIMITS OF INSURANCE - Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form



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| | |
|---|-------------|
| 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 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 Contractor, relating to this 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 Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability

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

| | |
|-----------------------------|-------------|
| Combined Single Limit (CSL) | \$1,000,000 |
|-----------------------------|-------------|

- The policy must be endorsed to include The City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.



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- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.3. Worker’s Compensation and Employers’ Liability

| | |
|-------------------------|-----------|
| Workers’ Compensation | Statutory |
| Employers’ Liability | |
| Each Accident | \$100,000 |
| Disease – Each Employee | \$100,000 |
| Disease – Policy Limit | \$500,000 |

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4. Contractor’s Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

| | |
|-------------------|-------------|
| Per Occurrence | \$1,000,000 |
| General Aggregate | \$2,000,000 |

- The policy should be written on an “occurrence” basis with no sunset clause.
- The policy must name the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- The policy must provide coverage for pollution conditions that arise from the operations of the contractor described under the Scope of Services of the contract. The policy should include the following coverages:
 - Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death and medical monitoring costs.



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- Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss if use of tangible property that has not been physically injured or destroyed including diminution in value.
- Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by pollution conditions and giving rise to clean-up costs.
- Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages
- Asbestos or lead – no exclusion
- Mold and legionella coverage
- Transportation of cargo
- Non-Owned Disposal Site coverage
- Definition of pollution conditions shall include sediments
- If the scope of work involves treatment, storage or disposal of hazardous wastes from the job site, Contractor must furnish an insurance certificate from the designated disposal facility establishing that the facility operator maintains current Pollution Legal Liability Insurance in the amount of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate and will cover sudden and gradual pollution losses arising from the facility, associated with work performed under this agreement.

2.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor 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 must be mailed, emailed, or hand



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delivered to **Genie Usher, Contracts Specialist II, Street Transportation Department, genie.usher@phoenix.gov, (602) 261-8950.**

- 2.3. 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 required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 2.4. VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to **Genie Usher, Contracts Specialist II, Street Transportation Department, genie.usher@phoenix.gov, (602) 261-8950.** The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

- 2.5. SUBCONTRACTORS:** Contractor’s certificates shall include all subcontractors as additional insureds under its policies **OR** Contractor shall be responsible for ensuring and verifying that all subcontractors 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 Contractor that its subcontractors have insurance coverage. All subcontractors providing services included under this 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 Contractor may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the



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type of work being performed under the subcontract. Contractor assumes liability for all subcontractors with respect to this Contract.

- 2.6. APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



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EXHIBIT D - CONSULTANT'S INSURANCE CERTIFICATE

Consultant's Insurance Certificate



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EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS

1. NON-ASSIGNABILITY:

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

2. TITLE:

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

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

3. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENT:

3.1 Contractor and Subcontractor Workers Background Screening:

Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare.

3.1.1 The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

3.2 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



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amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges. The current risk level and background screening required is **STANDARD RISK LEVEL**.

- 3.3 Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:
- 3.3.1** require a badge or key for access to City facilities; or
 - 3.3.2** allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
 - 3.3.3** allow unescorted access to City facilities during normal and non-business hours.
- 3.4 Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- 3.5 Contractor Certification; City Approval of Background Screening:**
- 3.5.1** Unless otherwise provided for in the Scope, Contractor will be responsible for:
 - 3.5.1.1** determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 - 3.5.1.2** for reviewing the results of the background check every five years; and,
 - 3.5.1.3** to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 3.5.1.4** Submitting the list of qualified Contract Workers to the contracting department.
 - 3.5.2** 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.
 - 3.5.3** 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.



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- 3.6 Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.
- 3.7 Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- 3.8 Continuing Duty; Audit:** Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.
- 3.9 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:** If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:
- 3.9.1** Contract Worker gains access to a City facility(s) without the proper badge or key;
 - 3.9.2** Contract Worker uses a badge or key of another to gain access to a City facility;
 - 3.9.3** Contract Worker commences services under this agreement without the proper badge, key or background screening;
 - 3.9.4** Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
 - 3.9.5** Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.



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3.9.6 Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

3.10 Employee Identification and Access:

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

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

3.10.3 Unless otherwise provided for in the scope of work:

3.10.1.1 Contract Workers must **always** have city issued badges and some form of verifiable company identification (badge, uniform, employee id).

3.10.1.2 Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.



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- 3.11 Key Access Procedures:** If the Contractor Worker’s services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.
- 3.12 Stolen or Lost Badges or Keys:** Contractor must immediately report lost or stolen badges or keys to the City’s appropriate badging office. If the badge/key was stolen, Contract Worker’s must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.
- 3.13 Return of Badge or Key:** All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker’s access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contractor Worker’s services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.
- 3.14 Badge and Key Fees:** The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

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



CONSULTANT’S PROPOSAL

Consultant shall provide a one-page Letter of Transmittal that is signed by an individual authorized to bind the proposal plus attachments and resumes. The proposal shall include the name of the company, contact person, title, address, telephone number, and e-mail address of the individual with authority to contractually bind the company and who may be contacted during the period of the contract.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements set forth herein and must include the following:

1. Content of Response

- a.** Provide a general description of the consultant and person(s) that will provide Streets/Parks environmental project coordination. Include an organizational chart of the consultant firm and resume(s) of proposed Environmental Project Specialists.
- b.** Provide the required information contained on the Summary Information Data Form (see Attachment A) and place it immediately in front of the resume(s).
- c.** Identify the specific aspects for which the consultant believes the proposed candidates are qualified (i.e. cultural, NEPA, biology, and permitting). Discuss the candidates’ project experience that demonstrates their technical capabilities and qualifications in any of the environmental aspects. Describe each project example, its duration, the candidates’ specific role and responsibilities, and list their regulatory agencies involvement in the project.
- d.** For archaeology, Identify the specific aspects for which the consultant believes the proposed candidates meet the Secretary of the Interior’s Professional Qualification Standards and possess the skills and experience for being listed as a Project Director on an Arizona Antiquities Act blanket survey permit.
- e.** Provide a brief assessment of present assignment availability. Discuss the consultant’s ability to respond efficiently and in a timely manner to the client’s needs. Additionally, state the consultant’s availability relevant to providing specialists full-time (40 hours per week) or part-time (less than 40



SECTION III – EVALUATION REQUIREMENTS

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hours per week) on a continuous (long period of time) or a periodic (several weeks or a few months at a time) basis.

f. Provide the required Fee Schedule (see Exhibit B).

g. Identify any contract or subcontract held by the consultant, officers of the consulting firm, or proposed prime service provider(s), which has been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.

h. List of current business references. (minimum of 3)

2. Evaluation Criteria

To ensure that each consultant is evaluated fairly and comprehensively a structured approach to evaluation shall be used by an Evaluation Panel comprised of representatives from various City Departments and outside representatives with relevant expertise. Each proposal should be concise, well organized according to the requested information, clearly written and limited to no more than ten (10) pages excluding cover page, attachments, exhibits, and resumes.

The Responses shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes for those individuals or consultants to be selected to provide/perform services from this RFP process.

The Proposal Evaluation Criteria are as follows:

| Evaluation Criteria | Score |
|--|--------------|
| The Consultant has experience, knowledge/background with projects involving standard environmental review subjects such as biology, endangered and threatened species, environmental permitting, archaeology, historic preservation, NEPA, etc. | 100 |
| The Consultant’s proposed candidates have experience, knowledge/background involving standard environmental review subjects such as biology, endangered and threatened species, environmental permitting, archaeology (must meet Secretary of Interiors Professional Qualification Standards and Arizona Antiquities Act Blanket Permit requirements for | 300 |



SECTION III – EVALUATION REQUIREMENTS

CITY OF PHOENIX

| | |
|--|--------------|
| Project Director), historic preservation, NEPA, etc. | |
| The Consultant’s proposed candidates have experience in coordinating environmental aspects of major projects. | 100 |
| The Consultant’s proposed candidates have experience and knowledge of the regulatory environment in which the City of Phoenix operates including County, State and Federal agencies, such as the Arizona Department of Environmental Quality, Arizona Game and Fish, U.S. Fish and Wildlife, Bureau of Reclamation, Bureau of Land Management, Arizona State Land Department, State Historic Preservation Office, U.S. Army Corps of Engineers, Maricopa County Air Quality Department, etc. | 200 |
| Evaluation and submittal of Fee Schedule (Exhibit B) | 100 |
| Assessment of present workload capacity and availability of prime staff for this project. | 100 |
| Overall evaluation of the proposal submittal and capability to provide the required services. | 100 |
| Total Points | 1,000 |

3. Evaluation and Selection

- a.** All proposals will be evaluated on the basis of the Evaluation Criteria listed above in this RFP. All consultants that provide a proposal will be notified when a selection is made.
- b.** Initial evaluations shall be based upon the effectiveness of the perceived performance as it relates to the City’s requirements. The City shall not be bound to award the agreement to the lowest (dollar) Consultant.
- c.** After evaluating all submissions, the City may ask some or all of the consultants that submitted a proposal to provide additional information or to participate in interviews. Upon completion of the evaluation process, the Department may enter into an agreement with the selected consultant(s) to provide the services described in the scope of work detailed above.



SECTION III – EVALUATION REQUIREMENTS

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d. Personnel qualifications: Environmental Project Specialists will be evaluated on the basis of formal education and related training, previous job experience, and demonstrated environmental aspect capabilities. Assignment complexity: The complexity of the assignments to be performed will require qualifications ranging from limited to comprehensive. Environmental Project Specialists will be selected based on the combination of personnel qualifications and assignment complexity needs resulting in a tier of compensation commensurate with the specific assignment.

e. The consultant(s) under consideration for this RFP will be evaluated by an Evaluation Panel to consider the consultant's ability to provide individuals who would be qualified to be a Streets or Parks and Recreation Environmental Project Specialist. Streets/Parks reserves the right to request supplemental information that the Evaluation Panel deems necessary to consider in the selection process.



SECTION IV – SUBMITTALS

CITY OF PHOENIX

SUBMITTALS

AFFIDAVIT

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

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

- a. The City is relying on Consultant's submitted information and the representation that Consultant has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
- b. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Consultant.
- c. Consultant has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
- d. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Consultant errors or omissions.
- e. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
- f. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
- g. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
- h. All costs incurred by Consultant in connection with this proposal shall be borne solely by Consultant. Under no circumstances shall the City be responsible for any costs associated with Consultant's proposal or the RFP process.
- i. Consultant has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.



SECTION IV – SUBMITTALS

CITY OF PHOENIX

- j. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
- k. To the best of the Consultant’s knowledge, the information provided in its proposal is true and correct and neither the undersigned Consultant nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

1. COPIES

The City of Phoenix will accept submittals electronically **ONLY** for this RFP process. No hardcopies will be accepted. To submit proposals electronically, Consultant must send an email to the procurement officer by the date stated on the Schedule of Events. Offers must be able to be downloaded by the Department on or prior to the exact time and date indicated in the Schedule of Events on the cover page. Late offers will not be considered. The prevailing clock will be the Department clock.

Please submit ONLY responses to 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 bid opening date and is irrevocable unless it is in the City’s best interest to do so.

2. REFERENCES

Consultant shall furnish the names and contact information for 3 clients for whom the Consultant is furnishing or has furnished services similar to those described in this RFP. Do not list City of Phoenix employees or officials as references.

1. Company and Reference Name:

Telephone and email:

2. Company and Reference Name:

Telephone and email:

3. Company and Reference Name:

Telephone and email:



SECTION IV – SUBMITTALS

CITY OF PHOENIX

Signature(s)

Consultant's Contracting Entity (Legal Name¹): _____

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

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

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

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and email Address: _____

Signature: _____

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



SECTION IV – SUBMITTALS

CITY OF PHOENIX

ATTACHMENT A: SUMMARY INFORMATION DATA FORM

| Firm: | | | | | | | | |
|--|--------------|----------|--------------|----------|---------|------|------------|------|
| Address: _____ | | | | | | | | |
| _____ | | | | | | | | |
| RFP Contact Name/Title/Phone Number | | | | | | | | |
| List names of individuals for which a resume is being submitted. Please indicate their years of experience and the proposed tier level for that individual under each aspect an individual is qualified. | | | | | | | | |
| Name and Current Title | Cultural | Tier | NEPA | Tier | Biology | Tier | Permitting | Tier |
| <i>Example: .Jane Smith, Environmental Project Manager</i> | <i>7 yrs</i> | <i>2</i> | <i>3 yrs</i> | <i>1</i> | | | | |
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CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY DISCLOSURE 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.

| | | | |
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| | | | |
|--|--|--|--|

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

2. Contract Information

Solicitation # or Name:

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

| |
|--|
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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.

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

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

| |
|--|
| |
|--|

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

7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

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

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

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

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

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses

owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

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

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

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

8. Acknowledgements

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

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

B.Fraud Prevention and Reporting Policy

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