



CITY OF PHOENIX

**REQUEST FOR PROPOSAL
PROFESSIONAL SERVICES**

FINANCE DEPARTMENT / RISK MANAGEMENT DIVISION

RFP 13-01 RMD

Requested Service:

INSURANCE BROKER AND RELATED CONSULTING SERVICES FOR:

- 1. Property and Casualty Insurance**
- 2. Surety Bonds - Notary/Condemnation/Public Officials**

Proposal Due Date and Time: July 17, 2013, 11:00 a.m. MST

Proposal Submittal Location:

**City of Phoenix Finance Department / Risk Management Division
251 W. Washington Street, 8th Floor, Phoenix, AZ 85003**

Pre-Proposal Conference: June 20, 2013, 2:00 p.m. MST

**Contract Representative: Colleen Nathans
602-495-5432
colleen.nathans@phoenix.gov**



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CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-5054

A Table of Contents and Titles are provided for convenience only and are not intended to supersede the contents of this RFP and Contract. This is a linked Table of Contents; please use CTRL + Click on a line item.

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SECTION I - INSTRUCTIONS TO PROPOSERS

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Risk Management Division
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Please read this before continuing on to the proposal document.

SOLICITATION RESPONSE CHECK LIST

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

- 1. All forms have been signed. All of Section VI – Submittals and required attachments are included. Proposer has read Section I.24.
- 2. Proposal follows the sequence set forth in Section VI – Submittals. See Sections I.11 and II.
- 3. The prices offered have been reviewed and are stated in the method requested.
- 4. The page limitations have been followed.
- 5. Review the insurance requirements, if any, to assure you are in compliance. Attach a Certificate of Insurance.
- 6. One (1) original and five (5) copies of your response have been included.
- 7. Any addenda have been signed and are included in the original and five copies provided.
- 8. The mailing envelope has been addressed to:
City of Phoenix, Risk Management Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

The mailing envelope clearly shows:

Your company's name and address, the RFP Number, RFP Title, and the proposal opening date.

- 9. The response will be mailed in time to be received no later than 11:00 a.m. local Arizona time. For those using couriers or overnight services, note that the building opens to the public at 8:00 a.m.
- 10. Request for Consideration of Alternate Terms, if needed. See Sections I.4 and I.12.
- 11. The Proposer has read the City's Solicitation Transparency Policy, Section I.2.B.



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SECTION I – INSTRUCTIONS TO PROPOSERS

1. INTRODUCTION

Request for Proposals

The City of Phoenix invites proposals for Insurance Broker Services and related consulting services (“Services”). This RFP covers **two** categories of Services:

- A. **Property and Casualty insurance placement and related services, as more fully defined in Section V, Scope of Work; and**
- B. **Surety Bond placement and related services for miscellaneous notary bonds, condemnation bonds, public official bonds and other surety requirements, as more fully defined in Section V, Scope of Work.**

The City may choose to enter into contracts with one or more qualified proposers to provide services in one or both of the two categories.

This RFP is not intended to cover owner-controlled insurance program (OCIP) services or owner-provided surety bond services for contractors. A separate solicitation will be issued for any OCIP services, on an as-needed basis.

A contract will be for a three-year period with two optional one-year extensions commencing on or about December 01, 2013, for the Property and Casualty services, and on or about April 01, 2014, for the Surety services, in accordance with the specifications and provisions contained herein.

City of Phoenix Profile

- Fifth largest in the United States, with a population over 1.4 million
- 519 square miles
- Approximately 13,800 employees including 2,941 sworn police officers and 1,604 sworn firefighters
- Fleet of approximately 6,000 motor vehicles and thirteen aircraft
- Operates three airports: Phoenix Sky Harbor, Deer Valley Airport and Goodyear Airport
- 4,545 federally-assisted housing units
- 16 Libraries, 229 Parks and Mountain Preserves, 8 golf courses
- Convention Center of nearly 900,000 rentable square feet, completed in 2009
- Ownership of over 400 contractor-operated buses, 120 contractor-operated Dial-A-Ride vans, and 47 Reserve-a-Ride vans
- 4,824 miles of streets maintained
- Over 1,000,000 tons of solid waste collected annually
- 5 water treatment plants, 1 water reclamation plant, 2 wastewater treatment plants
- Total insured property values over \$8 billion
- Municipal Bond ratings: Moody’s-Aa1, S&P-AAA

City of Phoenix’s Risk Management and Insurance Profile

- Risk Management Division purchases property and casualty, excess workers’ compensation, and miscellaneous notary, condemnation and public officials’ bonds



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- The City currently maintains a self-insured retention of \$5,000,000 for transit operations and \$7,500,000 for all other liability claims (subject to change)
- Workers' Compensation current self-insured retention \$15,000,000 (subject to change)
- Blanket Property deductible \$100,000 / \$250,000 wind and hail storm
- Tables of current insurance policies and bonds are provided in Attachment 1.
- CAFR and Budget are available online at phoenix.gov

2.A. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA:

REQUIRED DOCUMENTS – As stated in detail in Section II – Evaluation:

Submittal (Section VI) completed according to instructions
 Narrative of qualifications, experience, method of approach
 Organizational chart
 Resumes
 References
 Insurance certificate(s)
 Signed Addenda, if any

A response to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's RFP. Such a proposal does not become a contract until it is executed by the Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For further information, please refer to Section I.24 – Award of Contract.

Interested Proposers may download the complete solicitation and addenda from the website, phoenix.gov/rfp.

Any interested Proposers without Internet access may obtain this solicitation via Internet access which is available at all City public libraries. It may also be obtained by calling (602) 262-5054 or picking up a copy during regular business hours at the Risk Management Division at 251 W. Washington Street, 8th Floor, Phoenix, AZ 85003.

The City of Phoenix takes no responsibility for informing recipients of changes to the original solicitation document. It is the Proposer's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

This solicitation is available in large print, Braille, audio tape, or computer diskette. Please call (602) 262-5054/Fax (602) 534-2311 or TTY (602) 534-5500 for assistance.

2.B. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for Property and Casualty Insurance Broker Services and/or Surety Bond Insurance Broker Services, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(s), member(s), or any of their lobbyists or attorneys, (collectively, the Proposer) will refrain, from any direct or indirect contact with any person (other than the designated contracting officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as the



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solicitation is not discussed, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Contact Person listed in this solicitation, conducted in person at 200 West Washington, Phoenix, Arizona 85003, and are posted as open meetings with the City Clerk at least twenty-four (24) hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Proposer/Bidder, 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 proposers.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process.

PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.

3. SCHEDULE OF EVENTS

MOUNTAIN STANDARD TIME (MST):

Proposal Issue Date	On or about JUNE 7
Pre-Proposal Conference	JUNE 20, 2:00 P.M. Conference Room 854
Offeror's Written Inquiries Due	JUNE 21, 3:00 P.M.
Proposal Due Date	JULY 17 at 11:00 a.m. MST Note that the building is not open to the public until 8:00 a.m.
Finalist Interviews (If required)	On or about AUGUST 19
Evaluation Panel Makes Selection	On or about AUGUST 26
City Council Approval	On or about SEPTEMBER 18

Proposal Submittal Location: City of Phoenix Finance Department
Risk Management Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003
(Calvin Goode Building)

Pre-Proposal Conference: Conference Room 854, Calvin Goode Building

Finalist Interviews: Calvin Goode Building

City reserves the right to change dates and/or locations as necessary.



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4. PREPARATION OF PROPOSAL

4.1 PRE-PROPOSAL CONFERENCE:

If scheduled, the date and time of a Pre-Proposal Conference is indicated in the Scheduled Activities section of this RFP. Written minutes and/or notes will not be available. The purpose of this conference will be to clarify the contents of this Request for Proposals in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal.

4.2 SUBMITTAL FORMS:

All forms provided in Section VI, Submittal, must be completed and submitted with your proposal. It is permissible to copy Section VI forms if necessary. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal. No proposal shall be altered, amended or withdrawn after the specified proposal due time and date. The City is not responsible for proposer's errors or omissions. All time periods stated as a number of days shall be calendar days.

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your Submittal. Submission of additional terms, conditions or agreements with your proposal may result in rejection of your proposal.

4.3 NEGLIGENCE IN PREPARING PROPOSAL:

It is the responsibility of all proposers 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 a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the RFP document and other related data.

4.4 COSTS OF PREPARATION:

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 Proposer 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.

4.5 MINIMUM SPECIFICATIONS:

Proposers are reminded that the specifications stated in the solicitation are the minimum level required and that proposals submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals offering less than the minimums specified are not responsive and should not be submitted.



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4.6 PRICE EXCLUDING TAX:

Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

5. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

Proposers must be in compliance with Phoenix City Code, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions in regard to these requirements should be directed to the Equal Opportunity Department, (602) 262-6790. The City of Phoenix extends to each individual, firm, Vendor, Supplier, Contractor and subcontractors an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small or disadvantaged businesses.

6. OFFEROR INQUIRIES

All questions that arise relating to this RFP shall be directed in writing to:

Colleen Nathans, Assistant Risk Management Administrator
City of Phoenix, Finance Department, Risk Management Division
251 W. Washington Street, 8th Floor
Phoenix, Arizona 85003
colleen.nathans@phoenix.gov
Fax 602-534-2311

To be considered, written inquiries shall be received at the above address by the date indicated in Section I.3. Inquiries received will then be answered in an addendum and published at <http://phoenix.gov/rfp>.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this RFP until after the closing date and time for the submission of proposals. All questions concerning or issues related to this RFP shall be presented **in writing**. Please note the Solicitation Transparency Policy in section I.2.B.

7. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the proposal instructions or any other portion of this document. Any changes will be in the form of an addendum, which will be available at <http://phoenix.gov/rfp> or by calling (602) 262-5054. The proposer shall acknowledge receipt of an addendum by signing and returning the document with the proposal submittal. It is the Proposer's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page in Section VI, Proposer certifies:

- A. The submission of the offer did not involve collusion or other anti-competitive practices;
- B. The Proposer shall not discriminate against any employee, or applicant for employment in violation of Federal or State Law; and
- C. The Proposer 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.



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- D. The Proposer is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.

9. FAMILIARIZATION OF SCOPE OF WORK:

It is the responsibility of all proposers 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 a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. The Proposer shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of a proposal will constitute a representation of compliance by the offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

10. SUBMISSION OF PROPOSAL

Proposals must be in the actual possession of the Risk Management Division on or prior to the exact time and date indicated in the Schedule of Events. Late proposals shall not be considered. The prevailing clock shall be the City Finance Department, Risk Management Division's clock.

Proposers will provide one (1) original and five (5) copies of their Proposal.

Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Proposer's Name
Proposer's Address (as shown on the Certification Page)
RFP Number
RFP Title
Proposal Opening Date
All proposals must be completed in ink or typewritten.

11. PROPOSAL FORMAT

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the Contract. All fees quoted shall be firm and fixed for the full contract period. Please see Section VI – Submittal for further information.

Each response shall be:

- A. Typewritten.
- B. Submitted in an 8½ x 11 inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post-consumer content paper.
- C. Set forth in the same sequence as identified in Section VI - Submittal (i.e., Offerors should respond to this RFP in sequence and each response should reference the applicable section of Section VI – Submittal and Section II – Evaluation.).
- D. Signed by an authorized representative of the Offeror.
- E. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
- F. Appended with any exceptions to the Terms and Conditions clearly stated. See sections I.4.2 and I.12.



SECTION I - INSTRUCTIONS TO PROPOSERS

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12. REQUEST TO MODIFY THE CONTRACT PROVISIONS:

A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including, but not limited to, the specifications, scope of work and any terms and conditions. Proposers who wish to propose modifications to the contract provisions must submit a "Request for Consideration of Alternate Terms." The written request for modification must be received by the Department contact listed on the front of this solicitation, at least fourteen (14) calendar days prior to the proposal due date. The City may issue an addendum to this solicitation of any approved specification changes. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or Director's designee. If a proposal or offer by Proposer is returned with modifications to the contract; the contract provisions contained in the City's Request for Proposal shall prevail unless the Proposer's proposed alternative provisions are expressly approved in writing by the Director or designee.

13. PUBLIC RECORD:

All proposals submitted in response to the Request for Proposal shall become the property of the City and shall become a matter of public record available for review pursuant to Arizona state law after the award notification.

14. CONFIDENTIAL INFORMATION:

The City of Phoenix is obligated to abide by all public information laws. If a Proposer believes that a specific section of its proposal is confidential, the Proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Proposer shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department will review the material and make a determination.

15. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, a proposer (or designated representative) may withdraw the proposal by submitting a request in writing and signed by a duly authorized representative. Facsimile, email, telegraphic or mailgram withdrawals shall not be considered.

16. PRICE

All prices submitted shall be firm and fixed for the period stated in Section VI.

17. PROPOSAL RESULTS

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

18. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular bidder or offeror shall be posted on <http://phoenix.gov> at the same page where the RFP was listed. Any unsuccessful bidder may file a protest no later than 7 calendar days after the recommendation is posted on the website. All protests shall be in writing, filed with the Deputy Director, Finance, and include the following

- Identification of the RFP or other 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



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- The signature of the protester or its authorized representative.

The Deputy Director, Finance, will render a written decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is completed.

19. DISCUSSIONS

The City reserves the right to conduct discussions with Proposers for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to solicitation requirements. If such a discussion is deemed necessary, the only City staff that is authorized to contact the Proposer is the contract representative listed on the front of this proposal. The contract representative shall document any such discussion in the City's file.

20. LATE PROPOSALS

Late proposals shall be rejected regardless of the reason, including mail delivery problems beyond Proposer's control. Proposers mailing their responses should allow sufficient time to insure delivery by the date and time specified, noting that the building is closed to the public until 8:00 a.m.

21. NON-RESPONSIVE PROPOSALS

Proposals deemed non-responsive will not be evaluated or considered for award.

1. The following proposals will not be evaluated:
 - Proposals submitted unsigned.
 - Proposals that do not conform to the minimum specifications stated in the scope of work.
 - Proposals submitted without complete pricing.
 - Proposals that contain altered or conditional pricing information.
 - Proposals submitted by a Proposer who does not have valid certifications and/or licenses required by state, federal or local law or regulations to perform the service requested at the time of the submittal.
 - Proposals that fail to contain the required bonds, security assurances or insurance certificates as specified in this RFP.
 - Proposals not received by the designated due date, place and time.
2. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:
 - Proposer does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
 - Proposal does not comply with the submission requirements including any specified page limits.
 - Proposer does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
 - Proposer is not financially stable, solvent, or have cash reserves to meet all financial obligations while waiting reimbursement from the City. (A Proposer who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Proposer's creditor).
 - Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, are intended to mislead the City in its evaluation of the proposal.

22. RESPONSIVE PROPOSALS

Proposals must meet all material requirements of the solicitation. All required elements of a sealed proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate



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non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in this RFP.

In addition, the committee MAY request a formal interview from the highest ranked Proposers before a final recommendation is made. If interviews are requested and presented, the evaluation committee will re-convene, review, and re-score the evaluation categories based on the expanded information.

In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting a proposal.

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

If two or more finalists are tied, the finalist with the lowest cost proposal score will be awarded the contract.

Note: In addition to the foregoing information submitted by proposers, the City shall have the right to consider other verifiable information bearing on financial stability and strength including without limitation, information provided by former employees and/or creditors.

23. EVALUATION CRITERIA

Proposals will be evaluated and scored by members of an evaluation committee in accordance with the criteria stated in Section II – Evaluation, consisting of technical component(s) and a pricing (or “cost”) component.

In addition, the committee MAY request a formal presentation or interview from the highest ranked Proposers before a final recommendation.

24. AWARD OF CONTRACT

Award(s) will be made to the overall highest scoring offeror(s).

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 proposals or portions thereof; or (3) reissue a solicitation.

A response to this solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City’s solicitation. Such a proposal does not become a contract until it is executed by the Finance Director.

A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

The terms and conditions set forth in this RFP and the selected Proposer’s Offer (Section VI – Submittal) shall form the entire contract between the City and the Contractor.



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25. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

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

26. EMPLOYER IDENTIFICATION NUMBER

Proposer agrees to provide an employer identification number or social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the federal identifier of the Proposer is a social security number, this number will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.



SECTION II – EVALUATION

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II. EVALUATION

1. EVALUATION CRITERIA AND FORMAT:

All timely proposals will be reviewed to determine whether the minimal qualification requirements have been met. Proposals that do not meet all qualifications requirements will be considered non-responsive and will be rejected.

Each Proposal has two parts: a Technical component and a Price (“Cost” or “Pricing”) component. Each Proposal will be evaluated on its technical and price merits by a panel of reviewers. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows:

- Qualifications and Experience, including Resumes and References
- Method of Approach
- Pricing

Total available points: 1000

NOTE: Two separate point tallies will be made for Proposers who propose on both categories of brokerage services (Property and Casualty in Section VI.1.1 and Surety Bonds in VI.1.2).

TECHNICAL COMPONENT:

The Technical Component includes qualifications, experience, and method of approach. It is the narrative portion of the Proposal and the materials presented in response to this Request for Proposal, which shall be submitted with the Price component as set forth in the Submittal – Section VI. The Proposer’s narrative must follow the same order as requested and must contain, at a minimum, the following:

2. PROPOSER’S EXPERIENCE AND QUALIFICATIONS:

2.1.1 Business History & Resources:

The Proposer shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the firm has been operating as the legal entity and the length of time the firm has been providing the requested services. Not to exceed 6 pages.

Include a discussion of the areas of expertise and resources available both nationally and locally to provide the services outlined in the Scope of Work. List the top three (3) markets that you would select for the Public Entity Excess Liability and the top three (3) for the Blanket Property, given the information provided in this RFP. Surety Bond carriers are to be listed in the Surety Bond Fee Schedule, section VI.1.2.

2.1.2 Key Personnel:

List the proposed key members of staff to be assigned to the City’s contract including their roles and estimated participation in delivering the services. Identify the person who is proposed as the account manager.

Attach a resume for only each person who is proposed to perform the work listed in the Scope of Work. Include education and training. Resumes must state clearly any experience specifically related to the Scope of Work and list any similar work successfully completed, stating with particularity any Arizona public entity experience. Resumes should highlight exceptional customer service accomplishments. Limit three (3) pages per resume.



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Include an organizational chart that highlights the positions that will provide the actual day-to-day service on the account.

2.1.3 Adverse Actions/Potential Impact:

State whether the company is currently involved in any litigation, threatened litigation, investigation, reorganization, receivership, filing, strike, audit, corporate acquisition, unpaid judgments or other action that could have an adverse impact on your ability to provide the required RFP needs. If so, please describe the nature of the item and its potential impact.

State whether your firm has been unable to complete a contract, been removed from a contract, or been replaced during a contract period in the past five years. If so, explain what happened and why.

2.1.4 Government/Corporate Experience:

State your firm’s experience in providing services to large public entities or large corporate entities. State your firm’s experience with any Arizona public entities. List other government contracts that you have now or have had in the past five years. Government/corporate experience must be similar in complexity to the City of Phoenix, and demonstrate the proposer’s ability and experience to successfully perform the services. Also state your firm’s experience in performing the Scope of Work outlined for Section V, Part 1 and/or Section V, Part 2. Not to exceed 6 pages.

2.1.5 Customer References:

Furnish as references a minimum of three (3) references but no more than five (5) from firms or government organizations for which the Proposer is currently furnishing services; or in the past five years has completed services. References from large public entities or large corporate entities, indicating work of similar complexity to the City of Phoenix are preferred. References that refer to the work performed by the key persons proposed in Section II.2.1.2 are preferred.

Please provide for each reference: Name of Company or Government Entity, Name of Reference, Address, Telephone Number and E-mail Address.

2.1.6 Other Relevant Information:

Submit any other information which documents other skills or experience relating to the requirements of this RFP which you believe may be relevant including brochures and descriptions.

2.1.7 Evidence of Insurance:

Attach a certificate of insurance evidencing the coverages set forth in Section IV.5. Where an endorsement would be needed to fulfill an insurance requirement, a current certificate is acceptable with a statement from a broker or agent that such requirements can be met in the event of contract award.

3. METHOD OF APPROACH:

Describe the firm’s method of approach to satisfy the requirements of this RFP. This should be accomplished by an explanation of the method of covering the Scope of Work requirements. Proposer may utilize a written narrative or other printed technique to demonstrate the ability to satisfy the Scope of Work. Address issues such as:

3.1 Milestones:

Provide a list of milestones and proposed deliverables for each milestone. The key City insurance policies renew on July 1; however, quotations are required mid-May in order to schedule the payment



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item on the Council agenda. Throughout the year, the City will require consultation and advice on a number of risk, exposure and insurance issues in an as-needed basis. In the event a contract is awarded, the proposed milestone will serve as a basis for establishing actual milestones and renewal calendar.

3.2 Customer Service – Availability:

Provide an estimate of key personnel time on each major milestone. State the availability of assigned personnel to perform the work according to the timing/needs of the City. Provide a brief assessment of the current workload and capacity of the Proposer to carry out the Scope of Work. Describe how the firm will comply with staff availability between 8:00 a.m. and 5:00 p.m. Mountain Standard Time.

3.3 Sample Reports:

Describe or provide a sample progress report and quote presentation forms.

3.4 Technology:

Describe how your firm uses technology in performing services.

3.5 Quality Control:

Provide an explanation of your firm's Quality Control procedures.

4. PRICE COMPONENT – PROPOSAL:

Proposers must submit prices in accordance with the Fee Schedule included in the "Submittal", Section VI. This Fee Schedule represents the City of Phoenix's official request for price quotation and MUST be completed by the Proposer in the requested manner. The pricing stated herein must be firm.

5. GENERAL EVALUATION INFORMATION:

5.1 Shortlist:

The City reserves the right to shortlist the Proposers on all of the stated criteria. However, the City may determine that shortlisting is not necessary.

5.2 Interviews:

The City reserves the right to conduct interviews with some or all of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City will not reimburse the Proposer for the costs associated with the interview process.

Interviews, if scheduled, will be held at a time and place specified by the City. Each of the Proposer's key project team members (see II.2.1.2), including any subcontractors who will be assigned to the project, must attend the interview/demonstration.

5.3 Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal including, without limitation, information provided by former employees and/or creditors.

5.4 Prior Experience:

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating the qualifications and experience.



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5.5 Overall Evaluation of the Proposal Response:

The overall completeness, accuracy and quality of the proposal may be taken into consideration when evaluating the qualifications and experience.

5.6 Additional Agreements:

Any additional agreements necessary to perform the Scope of Work, such as a TULIP administration agreement, must be submitted at time of proposal submission.

5.7 Cost Justification:

In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.



SECTION III - STANDARD TERMS AND CONDITIONS

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III. STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

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

May: Indicates something that is not mandatory but permissible.

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

- "Days" Means calendar days unless otherwise specified.
- "City" The City of Phoenix
- "Contract" The legal agreement executed between the City of Phoenix, AZ and the Contractor that would be formed upon signature of the Finance Director on the Submittal, Section VI.
- "Contract Representative" The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this Contract.
- "Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Finance Director" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, Arizona. Also "Director."
- "Deputy Finance Director" The Deputy Finance Director over the Risk Management Division
- "Offer" Means proposal, quotation or submittal.
- "Proposer/Offeror" Means one who responds to the Request for Proposal.
- "Solicitation" Means a Request for Proposal (RFP).
- "Suppliers" Firms, entities or individuals furnishing goods or services directly to the City.



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2. CONTRACT INTERPRETATION

2.1 APPLICABLE LAW:

This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract shall be brought only in Federal or State courts in Maricopa County, State of Arizona.

2.2 IMPLIED CONTRACT TERMS:

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

2.3 CONTRACT ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

- A. Special terms and conditions
- B. Standard terms and conditions
- C. Statement or scope of work
- D. Specifications
- E. Attachments
- F. Instructions to Proposers
- G. Other documents referenced or included in the Request for Proposal.

2.4 SEVERABILITY:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

2.5 NON-WAIVER OF LIABILITY:

The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6 PAROL EVIDENCE:

This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this Contract. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

3. CONTRACT ADMINISTRATION AND OPERATION

3.1 RECORDS:

All books, accounts, reports, files and other records relating to the Contract shall be subject at all reasonable times to inspection and audit by the City for five years after completion of the Contract. Such records will be produced at a City of Phoenix office as designated by the City.



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3.2 CONFIDENTIALITY AND DATA SECURITY:

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

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/Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the Contractor/Consultant in connection with this Agreement is believed to have been compromised, Contractor/Consultant shall notify the City Privacy Officer immediately. Contractor/Consultant agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

Contractor/Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Contractor/Consultant. It is further agreed that a violation of this Section shall 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.

Contractor/Consultant shall indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and cost of claims processing, investigation and litigation) for any loss caused, or alleged to be caused, in whole or in part, by Consultant's or any of its owners', officers', directors', agents' or employees' failure to comply with the requirements of this Section. This indemnity includes any claim arising out of the failure of contractor/consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.

The obligations of Contractor/Consultant under this Section shall survive the termination of this Agreement.

3.3 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS:

Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V, as amended.

For contracts with prime contractors with 35 employees or less:

Any contractor in performing under this contract 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 shall 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



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following: Employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate 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/subcontractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or assignments of this Contract entered into by contractor/subcontractor.

For contracts with prime contractors with more than 35 employees:

Any contractor in performing under this contract 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 shall 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; rate 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.

The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

Contractor/subcontractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or assignments of this Contract entered into by contractor/subcontractor.

3.4 LICENSES AND PERMITS:

Contractor shall possess at the time of submittal and shall keep current Federal, State, and local licenses and permits required for the performance of the services and the operation of the business conducted by the Contractor as applicable to this Contract.

3.5 ADVERTISING:

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

3.6 EXCLUSIVE POSSESSION:

All research and materials created, developed, compiled or produced pursuant to or as a result of this contract (including but not limited to all reports) will be considered ordered and commissioned by the City as works made for hire under the copyright laws and made in the course of services rendered.

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

3.7 HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:

The Contractor's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances,



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regardless of whether or not they are referred to by the City. The City shall have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this Contract.

3.8 COMPLIANCE WITH LAWS:

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance.

Because the Contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts or omissions.

3.9 CONTINUATION DURING DISPUTES:

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

3.10 STRICT PERFORMANCE:

Failure of either party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

3.11 LEGAL WORKER REQUIREMENTS:

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

- a. 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 § 23-214, subsection A.
- b. A breach of a warranty under this section shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- c. 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 under this section.

3.12 LAWFUL PRESENCE REQUIREMENT:

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a 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. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

3.13 IRAN AND SUDAN

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Iran or Sudan.



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4. COSTS AND PAYMENTS

4.1 COMMENCEMENT OF WORK:

The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order of otherwise directed to do so, in writing by the City.

4.2 PAYMENT DEDUCTION OFFSET PROVISION:

Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.3 LATE SUBMISSION OF CLAIM BY CONTRACTOR:

The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

4.4 NO ADVANCE PAYMENTS:

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.5 FUND APPROPRIATION CONTINGENCY:

The Contractor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

5. CONTRACT CHANGES

5.1 CONTRACT AMENDMENTS:

Contracts shall be modified only by a written contract amendment signed by the Finance Director and persons duly authorized to enter into contracts on behalf of the Contractor.

5.2 ASSIGNMENT - DELEGATION:

No right or interest in this Contract nor monies due thereunder shall be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor shall be made without prior written permission of the Finance Director, which may be withheld for good cause. Any assignment or delegation made in violation of this section shall be void.

5.3 NON-EXCLUSIVE CONTRACT:

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Phoenix. The City reserves the right to obtain like goods or services from another source when necessary.

5.4 AUTHORIZED CHANGES:

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) implementation schedule. If the change causes an increase or decrease in the cost of



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or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the Finance Director prior to the institution of the change.

6. RISK OF LOSS AND LIABILITY

6.1 TITLE AND RISK OF LOSS:

The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

6.2 ACCEPTANCE:

All service is subject to final inspection and acceptance by the City. Noncompliance shall conform to the cancellation clause set forth in this document.

6.3 INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK.

The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or work performed under this Contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney’s fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.

6.4 FORCE MAJEURE:

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.



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6.5 ORGANIZATION – EMPLOYMENT DISCLAIMER:

The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the Contract are considered to be City's employees and that no rights of City civil service, benefits, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the City harmless with respect thereto.

6.6 LOSS OF MATERIALS:

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

6.7 DAMAGE TO CITY PROPERTY:

Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City.

7. WARRANTIES

7.1 QUALITY:

Contractor expressly warrants that all goods or services furnished under this Contract shall conform to the specifications and appropriate standards.

7.3 RESPONSIBILITY FOR CORRECTION:

It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.

7.4 LIENS:

Contractor shall hold the City harmless from claimants supplying labor or materials to the Contractor or Contractor's subcontractors in the performance of the work required under this Contract.

7.5 PROFESSIONAL RESPONSIBILITY:

Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States.

8. CITY'S CONTRACTUAL RIGHTS

8.1 RIGHT TO ASSURANCE:

Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, that party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.



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8.2 NON-EXCLUSIVE REMEDIES:

The rights and remedies of the City under this Contract are non-exclusive.

8.3. DEFAULT:

In case of default by the Contractor, the City may, by written notice, cancel this Contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

8.4 COVENANT AGAINST CONTINGENT FEES:

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

8.5 COST JUSTIFICATION:

In the event only one response is received, the City may require that the proposer submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

9. CONTRACT TERMINATION

9.1 GRATUITIES:

The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity

9.2 CONDITIONS AND CAUSES FOR TERMINATION:

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice to Contractor. The City at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;



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In the opinion of the City, Contractor fails to perform adequately and satisfactorily the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which are of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

9.3 CONTRACT CANCELLATION:

All parties acknowledge that this Contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.



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IV. SPECIAL TERMS AND CONDITIONS

1. SOURCES OF BROKER COMPENSATION

Contractor is prohibited from receiving any contingent commissions or compensation from carriers. Insurance premiums will be negotiated net of commission. However, Contractor may receive commissions from carriers for direct placement of policies as set forth in the Scope of Work – Section V.1.2 and for Surety Bonds, Section V.2. It is acknowledged that intermediaries may be used and compensated by insurers out of paid premium. All sources of broker compensation must be disclosed at the time insurance policy quotes are presented to the City. Further, in order to prevent a conflict of interest, Contractor will disclose at the time of each insurance policy quote any commissions or fees payable to wholesalers, MGA's or other intermediaries.

In a Tenant User Liability Insurance Program, or TULIP, which may be arranged by the City as a service to third parties using premises such as the convention center or parks, premium is paid by the third parties using the program, and therefore, the Contractor may receive commission on such a program.

2. METHOD OF INVOICING

Invoices must include the following:

- A. City contract agreement number.
- B. Description of services (i.e., "Annual fee, installment 1 of 4") and amount per item
- C. For premium invoices: Insurance policy number(s), carrier(s) and inception date(s)
- D. Applicable tax and fees, such as surplus lines tax and fees, itemized separately
- E. Invoice number and date

3. METHOD OF PAYMENT

The City will pay the fees as stated in Section VI on a quarterly basis in arrears. Insurance premiums will be invoiced immediately. All invoices shall be directed to:

City of Phoenix Finance Department, Risk Management Division
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003
Attn: Colleen Nathans, Assistant Risk Management Administrator

4. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the City. This indemnification paragraph shall survive the termination of this contract.



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5. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein 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 is free to purchase additional insurance as may be determined necessary.

MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis. A program of self-insurance acceptable to the City may be used to satisfy these insurance requirements.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

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

Policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

Worker's Compensation and Employers' Liability

Broker shall provide Workers' Compensation Statutory Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

Policy shall contain a waiver of subrogation against the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

Professional Liability (Errors and Omissions Liability)

Broker's policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Contract.

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery



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period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

Technology Errors and Omissions Liability

The policy shall cover errors and omissions, product failure, security failure, professional liability and personal injury for those positions as defined in the Scope of Services of this contract.

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

In the event that this insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

Each insurance policy shall be primary insurance and non-contributory with respect to the City's program of insurance and self-insurance.

NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to City of Phoenix Risk Management Division, 251 West Washington, 8th floor, Phoenix, Arizona 85003, Attn: Assistant Risk Management Administrator.

ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

VERIFICATION OF COVERAGE: Contractor shall 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 shall be sent directly to the City's insurance certificate tracking service, or to the City of Phoenix Risk Management Division, 251 West Washington, 8th Floor, Phoenix, Arizona 85003, Attn: Assistant Risk Management Administrator. The City project/contract number and project description shall be noted on the certificate of insurance.



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SUBCONTRACTORS: Contractors’ certificate(s) shall include all subcontractors as additional insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

6. OPTION TO EXTEND

The City may, at their option and with approval of the Contractor, extend the period of this three-year contract up to two (2) additional year(s), in increments of one year.

7. PERFORMANCE INTERFERENCE

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours. Department Contact: Colleen Nathans, Assistant Risk Management Administrator, Phone: 602-495-5432.

8. CONTRACTOR'S PERFORMANCE

Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.

The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the Contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

9. EMPLOYEE IDENTIFICATION AND ACCESS

Contractor employees are forbidden access to designated restricted areas. Beyond meeting rooms and other areas open to the public, access to particular operational premises shall be as directed by the City’s authorized representative.

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

10. CONTRACTOR AND SUB-CONTRACTOR WORKER BACKGROUND SCREENING

10.1 CONTRACT WORKER BACKGROUND SCREENING:

Contractor agrees that all contract workers and subcontractors (collectively “Contract Worker(s)”) that Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background



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Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor’s services under this Agreement or Contractor’s failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by Contractor to perform work under this Agreement as well those Contract Workers actually providing services during the term of this Agreement.

10.2 BACKGROUND SCREENING REQUIREMENTS AND CRITERIA:

Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is **Standard Risk Level (10.2.b)**

a. **Minimum Risk and Background Screening (“Minimum Risk”).**
A minimum risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

b. **Standard Risk and Background Screening (“Standard Risk”).**
A standard risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker’s proposed date of hire.

c. **Maximum Risk and Background Screening (“Maximum Risk”).**
A maximum risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker’s proposed date of hire. Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2 27.

10.3 CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING:

By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them 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 such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, Contractor shall furnish to the Contact Person for the City’s review and approval such Background Screenings for any Contract Worker considered for performing services under



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this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of the subject Contract Worker's Maximum Risk Background Screening. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City contracts or engagements without City's prior written approval.

10.4 TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR'S CONTRACTS AND SUBCONTRACTS:

Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

10.5 MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY:

The Background Screening requirements of this Section are material to City's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in Section IV.4 of this Agreement, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section IV.4) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or the City for failure to satisfy this Section.

10.6 CONTINUING DUTY; AUDIT:

Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify the City immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by the City. Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit Contractor's compliance with this Section

11. ACCOUNT STAFFING

The Contractor agrees to assign experienced personnel as set forth in Section II.2.1.2 to provide for successful and timely accomplishment of the Scope of Work. Changes in personnel assigned to perform services under this Contract are subject to approval by the City. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

12. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the performance of the Scope of Work.

13. SERVICE CONTRACT

This is a contract for insurance and surety bond brokerage services. The City may elect to purchase one or more policies or surety bonds marketed by the broker, but does not guarantee that all marketed insurance or bonds will be purchased, or that the same policies, retentions and bonds listed in Attachment 1 will continue to be purchased. The City retains the sole right to determine the insurance policies and bonds it wishes to purchase.



SECTION V - SCOPE OF WORK

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V. SCOPE OF WORK

THE SELECTED PROPOSER(S) SHALL PROVIDE THE FOLLOWING SERVICES:

Services are divided into Part I – Property & Casualty Services and Part 2 – Bond Services.

Proposals may be submitted for one part only or for both parts.

PART 1 - PROPERTY AND CASUALTY INSURANCE PLACEMENT \AND RELATED SERVICES

1.1 Part I Services and Part I Flat Fee shall cover the following types of policies

New and Renewing:

Public Entity Excess Liability (Excess of SIR)

Airport Operators' Liability

Excess Airport Operators' Liability

Aircraft Liability for Police Aircraft

Excess Aircraft Liability for Police Aircraft (not currently purchased but may be needed if comparable underlying limits are unavailable)

Hull Coverage for Police Aircraft

Commercial General Liability for Canal Bank Beautification Program

Commercial General Liability, Excess Liability and Contents for the Herberger Theater/PPAC

D&O for The Silent Witness, Inc.

UM/UIM for Reserve-a-Ride Program (May be discontinued by 2014)

Blanket Primary Property (Replacement Cost basis)

Excess Property (Currently covered by Blanket Property policy limits)

Flood (Currently included in Blanket Property policy)

Boiler & Machinery (Currently incorporated into Blanket Property policy)

EDP for HeadStart Computers (May be incorporated into Blanket Property policy)

Crime

Excess Workers' Compensation (Excess of SIR)

Terrorism Insurance

Environmental Liability

TULIP / Tenant User Liability Insurance Policy (See section IV.1)

For a list of policies in force, see Attachment 1

1.2 Services and Fees on Additional Policies that are not included in the Part 1.1 list above

From time to time, as new needs arise or new insurance products are developed, the City may wish to explore purchasing insurance policies in addition to those in the above list; for example, owners' protective professional indemnity insurance for a particular project. The fee for the initial placement (first policy year) of policies under this section should be set forth as the "Commission %" in the section VI.1.1. table under "For additional policies described in V.1.2 ."

After the first policy year of such policy, the services will be covered under the Flat Fee.



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This RFP is not intended to cover owner-controlled insurance program (OCIP) services or owner-provided surety bond services for contractors. A separate solicitation will be issued for any OCIP services, on an as-needed basis.

1.3 The following services shall be included for Section V.1.1 Property/Casualty and Section V.1.2 additional policies:

Proposers shall set forth in the "Flat Fee" section of the Fee Schedule their annual fee for performing the following services on the policies:

- A. Market insurance policies, including preparation of quality marketing submissions and development of coverage specifications
- B. Select insurance markets and evaluate coverage quotations
- C. Fully document marketing of insurance coverages, including declinations received from insurance carriers
- D. Recommend appropriate program adjustments, policy limits, terms and conditions
- E. Evaluate quotations and indications, and make recommendations to City Risk Management Division
- F. Verify accuracy of each policy and negotiate policy changes, and provide copy of policy review with each new or renewed policy
- G. Perform typical insurance policy management tasks
- H. Assist with coverage and claim disputes
- I. Provide an annual retention analysis report
- J. Participate in evaluation of risk financing opportunities/alternatives that may be available to the City
- K. Monitor and report on insurance carrier stability and industry trends, immediately advising City of any adverse developments
- L. Consult on insurance and risk management/risk financing related issues and questions
- M. Provide research and prompt response to insurance and risk management questions from the Risk Management Division regarding City contracts or new exposures
- N. Respond to City Risk Management Division communications the same business day in general; if not practicable, response should be within twenty-four hours
- O. Key personnel available between 8:00 a.m. and 5:00 p.m. Mountain Standard Time
- P. Provide semi-annual stewardship reports to and meetings with the Risk Management Division
- Q. Meet or exceed the City's time expectations and renewal calendar
- R. Coordinate, attend and participate in carrier loss control surveys and underwriter visits
- S. Make educational presentations to City staff on requested topics (approx. 2 per year)
- T. Attend meetings as directed
- U. Perform any additional work not specifically enumerated here related to accomplishing the Scope of Work

If other services are included in your fee for this section of the Scope of Work, please state them in the Method of Approach section of your proposal.



SECTION V - SCOPE OF WORK

CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-5054

1.4 Time Expectations and Renewal Calendar for Property and Casualty Broker

- A. Respond to phone calls and emails within 1 business day, at a minimum
- B. Send insurance policies within 60 days of binding
- C. The City will set a renewal calendar with the Broker's advice. The Proposer must provide proposed milestones and method of approach in accordance with Section II of this RFP.

PART 2 – SURETY BOND PLACEMENT AND RELATED SERVICES

2.1 Part 2 Services shall cover the following types of bonds

New and Renewing:

Notary Bond package including Bond, Notary Stamp and \$5,000 E&O policy for each Notary
Condemnation Bonds

Public Official Bonds

State-required Bonds as needed for certain activities, such as fueling

Workers' Compensation Self-Insurance Guarantee Bond for Veolia Transit (May be discontinued)

Other Surety Requirements of the City that may arise

For a list of bonds in force, see Attachment 1

2.2 Surety Bond Placement and Related Services to be included in Part 2 Fee

Proposers shall set forth in Section VI – Fee Schedule the flat fee for Notary Bond Service, per bond package, as well as the current commission rates for Condemnation Bonds and Public Official Bonds. Proposers must be able to provide services on all bond types listed in Section V.2.1. The following services are to be performed:

- A. Market City's surety bond program listed in V.2.1
- B. Select bond markets and evaluate coverage and price
- C. Fully document marketing of bonds, including declinations received from insurance carriers
- D. Evaluate bond program and make recommendations to City Risk Management Division
- E. Verify accuracy of each bond and request corrections
- F. Perform typical surety bond management tasks
- G. Notary Bond package service must include Notary Stamp or a Discount Coupon for Stamp and a \$5,000 E&O policy for each Notary for whom a bond is issued. Notary stamp must be self-inked, with printed stamp sized 1-7/8" x 3/4".
- H. Assist with coverage and claim disputes
- I. Monitor and report on insurance carrier stability and industry trends, immediately advising City of any adverse developments
- J. Consult on surety bond related issues and questions
- K. Respond to City Risk Management Division communications the same business day in general; if not practicable, response should be within twenty-four hours
- L. Key personnel available between 8:00 a.m. and 5:00 p.m. Mountain Standard Time



SECTION V - SCOPE OF WORK

CITY OF PHOENIX
Risk Management Division
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- M. Meet or exceed the City's time expectations
- N. Attend meetings as directed
- O. Perform any additional work not specifically enumerated here related to accomplishing the Scope of Work

If other services are included in your fee, please state them.

2.3 Time Expectations for Surety Bond Broker

Renewals and new bond requests occur throughout the year.

- A. Respond to phone calls and emails within 1 business day, at a minimum
- B. Verify accuracy and request corrections on bonds as appropriate
- C. Assure that all bonds are provided to the City within 5 days of application
- D. Notify the City's Risk Management Division 60 days in advance of expirations



SECTION VI - SUBMITTAL

**CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-5054**

VI. SUBMITTAL

Please submit one original and five (5) copies of the Submittal (Section VI) and additional documents requested in Section VI.

Please submit only Section VI and the additional documents requested in Section VI. Do not submit a copy of the entire RFP document.

1. PROPOSAL PRICE SCHEDULE

This offer will remain in effect for a period of 120 calendar days from the proposal opening date and is irrevocable unless it is in the City's best interest to do so.

Proposers are not authorized to block any markets at this time.

Proposals that do not follow the Price Schedule format will be considered non-responsive.

You may choose to propose on either one or both Property/Casualty Insurance or Surety Bond services.

Please continue to the Fee Schedule on the next page.

Company Name _____

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SECTION VI - SUBMITTAL

CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-5054

1.1 PROPERTY & CASUALTY PRICE SCHEDULE

Definitions of terms used in this Price Schedule section only (VI.1.1 only):

“Flat Fee” – Covers services listed in Section V.1.3 performed related to the insurance coverage types listed in Section V.1.1 of the Scope of Work, with the exception of TULIP services. TULIP premium would be paid by the non-city users; refer to Section IV.1.

“Commission %” – For services performed related to Section V.1.2, the stated commission percentage will apply as a fee, for the first policy year of such policy. After the first policy year of such policy, the services will be covered under the Flat Fee.

Proposers shall set forth a Flat Fee for services on policies listed in Section V.1.1 of this RFP, **and** set forth in the “Commission %” section below an additional percentage fee based on premium for performing the services on new policies described in Section V.1.2, or state in the Commission% column below whether such services are included in the Flat Fee.

For Policies Listed in V.1.1 Flat Fee for Services that are listed in Section V.1.3		For Additional Policies described in V.1.2 Commission % for Services that are listed in Section V.1.3	
Contract Year	Flat Fee	Contract Year	V.1.2 Commission %
Year 1		Year 1	
Year 2		Year 2	
Year 3		Year 3	
Year 4 (1 st Option Year)		Year 4 (1 st Option Year)	
Year 5 (2 nd Option Year)		Year 5 (2 nd Option Year)	

Both price columns must be completed.

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SECTION VI - SUBMITTAL

CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-5054

1.2 SURETY BONDS PRICE SCHEDULE

Please provide the names of the carriers that you represent.

Notary Bond Package Services Listed in Section V.2.2.G Flat Fee per Notary Package		All Other Surety Bonds Services Listed in Section V.2.2 Commission %	
Contract Year	Flat Fee	Contract Year	Commission %
Year 1		Year 1	
Year 2		Year 2	
Year 3		Year 3	
Year 4 (1st Option Year)		Year 4 (1st Option Year)	
Year 5 (2nd Option Year)		Year 5 (2nd Option Year)	

Both price columns must be completed.

Continue to the next page.



SECTION VI - SUBMITTAL

CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
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Phoenix, AZ 85003
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2. TECHNICAL COMPONENT

Provide Qualifications, Experience, and Method of Approach in narrative form in accordance with Section II – Evaluation Criteria. Include other required information such as organizational chart, references and resumes, in accordance with Section II.

----- PLEASE PROCEED TO THE OFFER AND ACCEPTANCE FORM ON THE NEXT PAGE -----

Company Name _____

Proposal Opening Date: July 17, 2013

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SECTION VI - SUBMITTAL

**CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-5054**

OFFER AND ACCEPTANCE:

TO THE CITY OF PHOENIX:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this Request for Proposals and any written exceptions in the offer.

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Taxpayer's Federal Identification No. _____

Proposer certifies that Proposer has read, understands, and will fully and faithfully comply with this Request for Proposals, any attachments and any referenced documents. Proposer also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

Authorized Signature

Date

Printed Name and Title

Proposer's Contact Information:

Company Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____

Website _____

Company Name _____

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SECTION VI - SUBMITTAL

CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
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Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, formal assignment procedure. Please also refer to the Assignment Provision, item 5.2 of Section III - Standard Terms and Conditions.

Name _____

Address _____

City, State and Zip Code _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached Contract and based upon the Request for Proposal including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City.

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

CITY OF PHOENIX, a municipal corporation
David Cavazos, City Manager

City Clerk

Jeff DeWitt, Finance Director

Awarded this _____ day of _____, 2013.

Company Name _____

Proposal Opening Date: July 17, 2013

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Attachment 1 – List of Policies & Bonds in Force

**CITY OF PHOENIX
Risk Management Division
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 262-5054**

ATTACHMENT 1 – LIST OF POLICIES AND BONDS IN FORCE

PLEASE DOWNLOAD ATTACHMENT 1 AS A SEPARATE DOCUMENT

ATTACHMENT 1 IS FOUND ON THE SAME WEB PAGE AS THIS RFP AT:

<http://phoenix.gov/rfp>

Company Name _____

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