



CITY OF PHOENIX

REQUEST FOR PROPOSAL (“RFP”)

**Parks and Recreation Department
RFP# PKS-SOD-P16-01(MS)**

Requested Service: Operation and Maintenance Agreement

Proposal Due Date and Time: May 26, 2016 by 2:30 P.M. Local Time

Proposal Submittal Location: 200 W. Washington Street – 16th Floor
Phoenix, Arizona 85003-1611
Receptionist Desk

Pre-proposal Meeting

Date: May 12, 2016
Time: 2:30 P.M. Local Time

Location: ARIZONA HORSE LOVERS PARK
19224 N. Tatum Boulevard
Phoenix, Arizona 85050

CONTRACT REPRESENTATIVE

Name: Michael R. Smiley
Title: Contracts Specialist II
E-mail: michael.smiley@phoenix.gov
Phone: (602) 262-6714



Introduction	Section I
Introduction	
City's Vendor Self-Registration and Notification	
Solicitation Transparency Policy	Section II
Scope of Work	Section III
Introduction	
Scope of Work	
Instructions to Proposers	Section IV
Introduction	
Obtaining a Copy of the Solicitation and Addenda	
Definitions of Key Words Used In the Solicitation	
Schedule of Events	
Pre-Proposal Conference	
Proposer Inquiries	
Amendment of Request for Proposal	
Familiarization of Scope of Work	
Preparation of Proposal	
Proposal Format	
Request To Modify the Contract Provisions	
Public Record	
Confidential Information	
Certification	
Submission of Proposal	
Late Proposals	
Non-Responsive Proposals	
Responsive Proposals	
Compliance with Equal Employment Opportunity	
Offer and Acceptance Period	
Discussions	
Withdrawal of Offer	
Proposal Results	
Evaluation Criteria	
City's Right to Disqualify for Conflict Of Interest	
Award	
Employee Identification	
Evaluation Requirements	Section V
Evaluation Criteria and Format	
Proposer's Experience and Qualifications	
Method of Approach	
General	
Protest Process	Section VI
Special Terms and Conditions	Section VII
Method of Invoicing	
Method of Payment	
Indemnification	



Insurance Requirements
Option to Extend
Performance Interference
Contractor's Performance
Account Staffing
Time Is Of the Essence
Contractor and Subcontractor Worker Background Screening
Contract Worker Access Controls, Key Access Requirements:

Standard Terms and Conditions

Section VIII

Definition of Key Words Used in the Solicitation
Contract Interpretation
Contract Administration and Operation
Costs and Payments
Contract Changes
Risk of Loss and Liability
Warranties
City's Contractual Rights
Contract Termination

Submittal of Offer

Section IX

Pricing/Value Component
Technical Component
Offer and Acceptance

Solicitation Response Checklist

Section X

EXHIBIT A – RECREATIONAL LAND USE AGREEMENT

EXHIBIT B – AZHLP MAP

EXHIBIT C – AZHLP AERIAL MAP



I - INTRODUCTION

I. INTRODUCTION

The City of Phoenix Parks and Recreation Department (PRD), invites sealed proposals to operate and maintain Arizona Horse Lovers Park (AZHLP). The contract term is for three (3) years with an option to renew for two additional one (1) year periods for a total of five (5) years in accordance with the specifications and provisions contained herein. The term may be extended during contract negotiations based on the capital investment proposed.

Arizona Horse Lovers Park is located at 19224 N. Tatum Boulevard Phoenix, AZ 85050. The City of Phoenix Parks and Recreation Department (PRD) manages the park.

The Scope of Work is set forth in detail in Section III of this RFP.

A. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

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

PREREQUISITES: Evidence of bonds, sureties, licenses and certifications if and as specifically requested in this RFP (Rated Pass/Fail – a Fail will result in a non-responsive proposal):

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.



II – SOLICITATION TRANSPARENCY

II. 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 the Operation and Maintenance of Arizona Horse Lovers Park, 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 contract representative) 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 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 Michael R. Smiley, 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.**



III – SCOPE OF WORK

III. SCOPE OF WORK

A. INTRODUCTION:

The City of Phoenix Parks and Recreation Department (PRD) is seeking proposals to operate and maintain the Arizona Horse Lovers Park (AZHLP) in a manner that supports the mission and service delivery goals for the benefit of the Phoenix community as set forth in this Request for Proposal (RFP). Profit, non-profit, and group collaboration proposals will be accepted.

Facility Background Information

Arizona Horse Lover's Park (AZHLP) is located in the 1500 acre Reach 11 Recreation Area. This recreation area is owned by the Bureau of Reclamation (BOR) and the City of Phoenix Parks and Recreation Department (PRD) manages the land within Reach 11 under the 1986 Recreation Land Use Agreement (RLUA) between the United States of America and the City of Phoenix, Arizona Contract No. 7-07-30L0259 and consistent with Title 28, Federal Water Project Recreation Act of 1965 (Public Law 89-72, as amended). The RLUA established the City's responsibility to manage the land and mandates that Reach 11 be used for the secondary purpose of recreation that enables the area to be retained for the primary function of Reach 11 as a flood detention basin for the Central Arizona Project canal. The Bureau of Reclamation and the Parks and Recreation Board must approve all agreements, fees, site improvements or alterations to the Reach 11.

The primary mission of AZHLP has historically been to provide multi-use equestrian facilities for the public to enjoy a variety of equestrian recreational opportunities including riding, training, and competing. Year-round seasonal access to the facilities has included designated drop-in open arena times as well as exclusive use reservations affordably priced to promote a varied user base. This RFP will expand the mission of the facility to allow equestrian proposals to include the option of offering additional sports related activities.

B. SCOPE OF WORK:

PRD's goal is to secure a qualified organization(s) through an equitable RFP process and ensure a sustainable operation that fulfills the Department's mission and service delivery goals. The department will consider all proposals that demonstrate a viable plan toward achieving as many of these goals as possible. Service delivery levels will be finalized with selected organization(s) at time of Contract negotiations based on proposal responses.



III – SCOPE OF WORK

AZHLP is currently open and operated by an independent contractor on a month-to-month agreement until the successful Offeror is awarded a contract.

Goals and Minimum Expectations

1. Provide sufficient staffing and resources to ensure safe and effective facility and program operations and management.
2. Maintain the arenas, facilities and associated grounds and designated trails in compliance with established City of Phoenix and Bureau of Reclamation standards and requirements.
3. Ensure compliance with all permits and licenses required by law, ordinance or Parks and Recreation rules and regulations.
4. Establish seasonal schedules that ensure facility access for designated drop-in open times as well as exclusive reserved use for a varied user base representing different skill levels and disciplines.
5. Maintain drop-in open hours for public use, at least three days a week, six hours per day in either the morning or evening depending on the season.
6. Ensure public has access to Reach 11 trails and parking.
7. Contractor will be responsible for rent, utilities, and other costs associated with park operations.

Facility Inventory

AZHLP is a 46 acre, currently equestrian, facility serviced by a single entry drive from Tatum Boulevard. The compound is supported by paved and unpaved parking areas, with paved gated drives. Arenas all have sand/dirt footings with varied depths based on the primary use of the arena. Additional acreage may be included in the final agreement based on justification of need by the Proposer and with the agreement of the City and BOR that the expansion would be in the best interest of the public.



III – SCOPE OF WORK

Facilities include:
(See Exhibit B - AZHLP Map)

ARENAS

- Main Show Arena – 360' x 180' stucco wall (45" exterior height & 3' interior height depending on depth of footings) with one main equipment/access gate, and one walk-through gate; announcers stand; 100 seat covered bleachers; wall mount back-up watering system; Americans with Disabilities Act (ADA) accessible viewing ramp; wireless sound system; electrical hook up; sports lighting.
- Practice Paddock – 250' x 250' 4 rail pipe with one main gate and 2 side gates; 75 seat bleachers; wireless sound system; electrical hook up; tie stations; sports lighting.
- Schuff Cutting Arena – 250' x 104' 5 rail pipe with two end gates and one walk-through gate; announcers stand; 100 seat covered bleachers; wireless sound system; electrical hook up; cattle pens (300 head total capacity, shared with roping arena); unloading chute; sports lighting.
- Horse Lovers Roping Arena – 270' x 140' 5 rail pipe with multiple end gates and one walk-through gate; announcers stand; 100 seat covered bleachers; header and healer boxes; Priefert roping chute; return lane; stripping chute; wireless sound system; electrical hook up; cattle pens (300 head total capacity, shared with roping arena); unloading chute; sports lighting.
- Community Arena – 100' x 75' 5 rail pipe with two end gates; two tie ups.

ROUND PENS

- Round Pens (2) – 60' Premier Priefert Round Pens; (1) 75' paneled round pen all are adjacent to the Practice Arena.

BUILDINGS

- Office space approximately 144 square feet with 2 desk stations, 2 office chairs.
- Training/meeting room approximately 340 square feet with 1 desk station, 3 chairs, one 5' table, 4 chairs.
- Restrooms approximately 1150 sq. ft. Women's restroom has 3 stalls, men's two stalls and two urinals.
- Storage/hall approximately 78 square feet with 2 supply cabinets. Plumbing chase area 4'x12'.
- Show Office – 12' x 48' Pac-Van modular building with ADA access ramp; heating/air conditioning; no plumbing; storage space.
- Restroom – vaulted; single stall; located near roping/cutting arenas.

OTHER



III – SCOPE OF WORK

- Portable Bleachers (2 sets) – 50 person capacity; 5 row x 15’ aluminum plank; mesh safety guardrails; galvanized frame; transport system.
- Wash Racks (5) and Tie Stations (18) throughout facility.
- Lift Station for septic system on main restroom located between office bldg. and Tatum off of trail.
- Fenced yard enclosure 145’x 140’ and 6’ tall chain link with razor wire.
- Regulation and directional signs; Reg. - 5, Round Pen - 3, Community Arena-1, Spectator Only - 6, No Horses Beyond this Point - 6, Do Not Tie Horses to bleachers, troughs – 6, directional – 4.
- Picnic tables- twelve 6’ wooden; three- 12’ wooden & three metal mesh 6’ tables; 70 trash cans; 1 roll off dumpster serviced weekly or as needed
- Two separate PA systems (1) Main arena, paddock & round pen area), (1) Roping / cutting arenas.
- Five permanent water troughs and seven 100 gallon Rubbermaid portable stock tanks.
- One portable KIFCO Water-Reel system that can be used in all of the arenas.

Furniture, fixtures and equipment that may remain for use by the Operator is subject to negotiation.

Additional Information

The Bureau of Reclamation and Parks and Recreation Board must approve the negotiated agreement, fees and charges associated with the rental or operation of this facility.

The proposer may request approval by Parks and Recreation Department to provide corporate sponsor recognition by attaching a temporary banner on inside fence of arenas during events. Banner wording to include a statement supporting the public recreation purpose of AZHLP. Any movable piece of maintenance equipment, such as a tractor, donated or provided temporarily, may display name of corporate sponsor with short statement supporting the public recreation purpose of AZHLP. Approval of any corporate sponsor will require approval of the Parks and Recreation Department.

Scope of Work for Facility Operations

Specific use area such as arenas, grounds and restrooms will be inspected and maintained on a daily basis during open hours. The frequency will increase to 2 to 3 times daily during heavy use times.

Other considerations



III – SCOPE OF WORK

- Keys will be provided by the City of Phoenix and only distributed to working staff.
- The Proposer must comply with the terms of the Recreational Land Use Agreement. A copy of the Agreement is attached as Exhibit A.
- Proposer will be responsible for weed control, vector control and dust control. Contractor will be required to obtain their own Maricopa County Air Quality permit and adhere to the requirements for the duration of the contract.
- The maintenance of the arenas will require use of a tractor with appropriate implements and a water truck.
- Proposer will be responsible for security of the equipment and the facilities.
- A fee schedule must be included in the proposal and will require approval of the Parks and Recreation Board and BOR.
- Operator shall comply with the City of Phoenix background screening requirements for staff and volunteers.
- Access to the City of Phoenix yard will not be permitted.
- Parking outside of the perimeter fencing must be approved by PRD
- The addition of permanent or temporary structures must be approved by PRD.

Organization History and Experience:

The proposer shall provide a history of the organization(s) including the date established, the length of time the organization(s) has been operating as a legal entity and length of time the organization(s) has been providing the requested services. Include your organization(s)' experience operating a similar facility and experience providing guest services. Describe the scope of work for these experiences.

Key Personnel:

List proposed key staff members to be assigned to this operating agreement including their roles and estimated participation in delivering services. Attach resumes of key personnel.

Method of Approach:

Describe the organization(s)' method of approach. Submissions must satisfy minimum expectations utilizing a written narrative that will included;

- a. Facility staffing and volunteer management
- b. Staff and volunteer training plan
- c. Customer service training plan



III – SCOPE OF WORK

- d. Programming opportunities for the general public
- e. Quarterly calendar of events, activities and programs expected to be held at the Premises
- f. Annual report including number of visitors, phone calls, events, and programs

References:

Proposer shall furnish three (3) references from firms or organizations for which the proposer provided similar services within the last ten years including the name of the firm or organization, name and title of contact, address, telephone number and email address.



IV – INSTRUCTIONS TO PROPOSERS

IV. INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION:

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 Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract.

For this solicitation, the contract representative is: Michael R. Smiley, Contracts Specialist II michael.smiley@phoenix.gov 602-262-6714.

Interested Proposers may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations> and click on the Parks and Recreation tab. Internet access is available at all public libraries.

Any interested proposers without Internet access may obtain this solicitation by calling (602) 262-6711 or picking up a copy during regular business hours at 200 W. Washington Street 16th 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.

B. DEFINITIONS 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.



IV – INSTRUCTIONS TO PROPOSERS

C. SCHEDULE OF EVENTS:

Proposal Issue Date	May 05, 2016	
Pre-Proposal Meeting & Site Tour	May 12, 2016	2:30 PM
Proposer’s Written Inquiries Due	May 14, 2016	2:30 PM
Proposal Due Date	May 26, 2016	2:30 PM
Evaluation Panel Makes Selection (Estimated)	June 07, 2016	
Finalist Interviews (If required)	June 07, 2016	2:30 PM
Parks Board Authorization (Estimated)	June 23, 2016	

Proposal Submittal Location: Phoenix City Hall 200 W. Washington Street
16th Floor - Receptionist desk
Phoenix, AZ 85003

Pre-Proposal Meeting & Site Tour Location: Arizona Horse Lovers Park
19224 N. Tatum Boulevard
Phoenix, AZ 85050
Entrance

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

D. PRE-PROPOSAL CONFERENCE:

If scheduled, the date and time of a Pre-Proposal Conference is indicated in Section IV(C) above (Schedule of Events). Attendance is encouraged even if the Pre-Proposal Conference is designated as voluntary. 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.

E. PROPOSER INQUIRIES:

All questions that arise relating to this RFP shall be directed in writing to the Department contract representative designated on the cover page of this RFP.

To be considered, written inquiries shall be received at the above address by the date indicated in Section IV(C) above (Schedule of Events). Inquiries received will then be answered by an addendum and published at the Department website listed



IV – INSTRUCTIONS TO PROPOSERS

above. No informal contact initiated by Proposers on the requested 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.

F. AMENDMENT OF REQUEST FOR PROPOSAL:

The Proposer shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due date and time. 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.

G. 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.

H. PREPARATION OF PROPOSAL:

1. All proposals shall be on the forms and in the format set forth in the Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
2. The Offer and Acceptance form and any solicitation amendments must be signed and returned with the proposal.
3. The Offer and Acceptance page shall be signed by a person authorized to submit an Offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide the service specified herein.
4. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal.



IV – INSTRUCTIONS TO PROPOSERS

5. In case of error in the extension of price in the proposal, unit price shall govern when applicable.
6. Periods of time, stated as a number of days, shall be in calendar days.
7. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation. All materials and proposals submitted in response to this solicitation become the property of the City and will not be returned.

I. PROPOSAL FORMAT:

The written proposal shall be signed by an individual authorized to bind the Proposer. 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 IX – Submittal, for further information. Each response shall be:

1. Typewritten for ease of evaluation.
2. 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.
3. Set forth in the same sequence as identified in Section IX – Submittal (i.e., Proposers should respond to this RFP in sequence and each narrative response should reference the applicable section of Evaluation Requirements).
4. Signed by an authorized representative of the Proposer.
5. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
6. Appended with any exceptions to the Terms and Conditions clearly stated. See Section IV (I) below.

J. 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



IV – INSTRUCTIONS TO PROPOSERS

must submit a “Request for Consideration of Alternate Terms.” See Submittal, #10 on Solicitation Response Checklist. The written request for modification must be received by the Department contact listed on the front of this solicitation, at least seven (7) 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.

K. 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.

L. 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.

M. CERTIFICATION:

By signature in the offer section of the Offer and Submittal page in Section IX Proposer certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. Proposer will not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
3. 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.



IV – INSTRUCTIONS TO PROPOSERS

4. All proposals must be completed in ink or typewritten. Include the number of copies indicated in the Submittal, Section IX.

N. LATE PROPOSALS:

1. Late proposals shall be rejected regardless of the reason, including mail delivery problems beyond Proposer's control. Proposers mailing their responses Proposer is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.
2. Proposer is a qualified nonprofit organization(s)

O. SUBMISSION OF PROPOSAL:

Proposals must be in the actual possession of the City at the designated location, 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's clock at the location designated for delivery of the 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

Offeror should allow sufficient time to insure delivery by the date and time specified.

P. 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.



IV – INSTRUCTIONS TO PROPOSERS

- Proposals submitted without complete pricing.
 - Proposals that contain altered or conditional cost 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, is intended to mislead the City in its evaluation of the proposal.

Q. 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 non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by



IV – INSTRUCTIONS TO PROPOSERS

members of an evaluation committee in accordance with the criteria set forth in the Scope of Work in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Proposers before a final recommendation is made. If presentations are requested and presented, the evaluation team 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 or highest cost benefit to the City 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.

R. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY:

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

S. OFFER AND ACCEPTANCE PERIOD:

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for [120] days after the proposal due date and time.



IV – INSTRUCTIONS TO PROPOSERS

T. **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.

U. **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. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

V. **PROPOSAL RESULTS:**

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

W. **EVALUATION CRITERIA:**

Proposals will be evaluated and scored by members of an evaluation committee in accordance with the criteria stated in Section V, consisting of technical component(s) and a pricing/value (or "cost") component.

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

X. **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 anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.



IV – INSTRUCTIONS TO PROPOSERS

Y. **AWARD:**

The Proposer whose proposal receives the highest score will be recommended for the contract award.

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 Department 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 is modified by an addendum or contract amendment. The terms and conditions set forth in this RFP and the selected Proposer's Offer (Section IX – Submittal) shall form the entire contract between the City and the Contractor.

Z. **EMPLOYEE IDENTIFICATION:**

Proposer agrees to provide an employee 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.



V – EVALUATION REQUIREMENTS

V. EVALUATION REQUIREMENTS

A. 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 Value component. Each Proposal will be evaluated on its technical and value merits by a panel of reviewers. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows:

Experience and Qualifications
Method of Approach
Value

Total available points: 1000

The narrative portion and the materials presented in response to this Request for Proposal shall be submitted with the Value component as set forth in the Submittal, Section IX and follow the same order as requested and must contain, at a minimum, the following:

B. PROPOSER'S EXPERIENCE AND QUALIFICATIONS:

1. Business History:

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. Discuss the areas of expertise and resources available both nationally and locally to provide the requested services.

Proposers shall provide their profit or non-profit business status. Non-profit organizations shall include a copy of their 501c3. Group collaborations must include a copy of the Letter or Partnership Agreement.



V – EVALUATION REQUIREMENTS

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.

Attach resumes of the Key personnel that will be assigned to these services. Include education and training. Resumes shall state clearly any experience specifically related to the Scope of Work and list any similar work successfully completed. [Limit three (3) pages per resume.]

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.

4. **Government/Corporate Experience:**

State your firm's experience in providing services to large public entities or large corporate entities. List other government contracts that you have now or have had in the past five years including the City of Phoenix. **[Not to exceed 3 pages]**

5. **Sample Projects:**

Describe sample projects (not to exceed 3) which best illustrate the firm's qualifications for the scope of the services; identifying any projects accomplished by current staff while conducted under the employment of others. Projects must be of similar complexity completed and demonstrate the proposer's ability and experience to successfully perform the services. **[Not to exceed 5 pages total]**

6. **Customer References:**

Proposer shall 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



V – EVALUATION REQUIREMENTS

completed services. References from large public entities or large corporate entities are preferred.

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

7. **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.

C. **METHOD OF APPROACH:**

Describe the firm's method of approach to satisfy the requirements of the solicitation. This should be accomplished by 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:

1. **Executive Summary:**

Provide Executive Summary

2. **Organizational Profile:**

Provide organizational chart

3. **Action Plan:**

Provide a list of milestones and proposed deliverables for each milestone.

4. **Work Schedule:**

Provide a schedule of work consistent with the requirements of the Scope of Work.

5. **Customer Service – Availability:**

Provide an estimate of key personnel time on each major step. State the work schedule (days and hours) that the contract representative will be available and the anticipated turnaround time for returning phone calls.



V – EVALUATION REQUIREMENTS

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.

6. Marketing:

Describe your marketing strategy to comply with the Scope of Work stated above.

7. Sample Reports:

Describe or provide a sample progress report or form.

8. Technology:

Describe how your firm will use technology in performing the services.

9. Capacity Sustainability:

Please describe your organizations capacity to successfully sustain your proposed programs/activities. Include a fee schedule for any services or activities charged to the public, and any capital improvement plans.

Describe how your organization will continue to generate revenue to offset the operational cost associated with AZHLP. Include the proposed rent amount offered and amount proposed for any capital upgrades.

10. Value to the City and Community

Please describe what contributions your proposal offers to the City of Phoenix, and how it aligns with the PRD mission. Include your target population and market evaluation. Priority will be given to proposals that include organized youth and teen activities.

11. Fiscal Management/Budget Controls:

Describe the fiscal accounting processes and budgetary controls that you will use to ensure the responsible use and management of program funds and accurate invoicing.

State how costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to the city of Phoenix.



V – EVALUATION REQUIREMENTS

State your fiscal reporting and monitoring capabilities (e.g. spread sheets, automated fiscal reports, quality controls, checks and balances), to ensure program funds are managed responsibly.

Describe the procedures that you will take to ensure that the City receives satisfactory products and services at low costs, i.e., how will your firm strive to provide the best value at the lowest price.

D. **GENERAL:**

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.

2. **Interviews/Demonstrations:**

The City reserves the right to conduct interviews and/or interviews with some or all of the Proposers at any point during the evaluation process. However, the City may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration 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.

Demonstrations, if scheduled, will be held at a time and place specified by the City. Each of the Proposer's key project team members, including any subcontractors who will be assigned to the project, are strongly encouraged to attend the interview/demonstration.

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.

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.



V – EVALUATION REQUIREMENTS

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.

6. **Required Agreements:**

Any required agreements, to include any required for third party software, must be submitted at time of proposal submission.



SECTION VI – PROTEST PROCESS

VI. PROTEST PROCESS

Staff recommendations to award the contract(s) to a particular bidder or offeror shall be posted at: <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> and click on the Parks and Recreation tab. 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 Contracting Authority identified in the solicitation 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
- The signature of the protester or its authorized representative.

The Contracting Authority 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.



SECTION VII – SPECIAL TERMS AND CONDITIONS

VII. SPECIAL TERMS AND CONDITIONS

Proposer's offer is subject to the following special terms and conditions.

A. METHOD OF INVOICING:

Invoices must include the following:

1. City contract agreement number.
2. Description of goods or services.
3. Applicable tax and fees, itemized separately
4. Invoice number and date.

B. METHOD OF PAYMENT:

The City will pay the fees as stated in Section VIII, Standard Terms and Conditions, on a quarterly basis in arrears.

C. INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") 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") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 Agreement, 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.



SECTION VII – SPECIAL TERMS AND CONDITIONS

D. INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. 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 Agreement by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. 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. 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".

b. Worker's Compensation and Employers' Liability

Contractor shall provide Workers' Compensation Statutory Employers' Liability

Each Accident	\$100,000
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SECTION VII – SPECIAL TERMS AND CONDITIONS

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.

c. Professional Liability (Errors and Omissions Liability)

Contractor’s policy shall cover professional misconduct or lack of ordinary skill in performing the services defined in the Scope of Services of this Agreement.

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 Agreement; 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 Agreement is completed.

2. 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 Agreement.

The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

3. Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Agreement, 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, or hand-delivered to:

Michael R. Smiley, Contracts Specialist II 200 W. Washington Street 16th Floor, Phoenix, AZ 85003-1611 - michael.smiley@phoenix.gov



SECTION VII – SPECIAL TERMS AND CONDITIONS

4. **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.

5. **Verification of Coverage:**

Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. 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 Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to:
Michael R. Smiley, Contracts Specialist II 200 W. Washington Street 16th Floor, Phoenix, AZ 85003-1611 - michael.smiley@phoenix.gov
The City contract/agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

6. **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.

E. **OPTION TO EXTEND:**

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



SECTION VII – SPECIAL TERMS AND CONDITIONS

F. **PERFORMANCE INTERFERENCE:**

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the Agreement, and confirm it in writing within twenty-four (24) hours. Department Contact:

G. **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 Agreement 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 Agreement. 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 Agreement for default.

H. **ACCOUNT STAFFING:**

The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. The City reserves the right at any time and for any reason during the Agreement to reject any Contractor staff from performing services on behalf of the City.

I. **TIME IS OF THE ESSENCE:**

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



SECTION VII – SPECIAL TERMS AND CONDITIONS

J. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:

1. Contract Worker Background Screening:

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 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.

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 **Maximum.**

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.



SECTION VII – SPECIAL TERMS AND CONDITIONS

- 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.

3. **Contractor Certification; City Approval of Maximum Risk Background Screening:**

By executing this Agreement, the Contractor certifies and warrants that the 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, the Contractor further certifies and warrants that the 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, the Contractor shall



SECTION VII – SPECIAL TERMS AND CONDITIONS

furnish to the City's assigned Representative for the City's review and approval such Background Screenings for any Contract Worker considered for performing services under 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 the 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.

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.

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 VII(C) of this Agreement, Contractor shall defend, indemnify and hold harmless the City for any and all Claims (as defined in Section VII(C)) 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.

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.



SECTION VII – SPECIAL TERMS AND CONDITIONS

K. CONTRACT WORKER ACCESS CONTROLS, KEY ACCESS REQUIREMENTS:

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING;

1. Key Access Procedures:

If the Contract Worker's services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available from and the completed form shall be submitted to the contract representative.

2. Stolen or Lost Keys:

Contractor shall report lost or stolen keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen key. A new key issue form shall be completed and submitted along with payment of the applicable fees listed below prior to issuance of a new key(s).

3. Return of Keys:

All keys are the property of the City and must be returned to the contract representative within one (1) business day of when the Contract Worker's access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker's key(s) upon the termination of the Contract Worker's employment; when the Contract Worker's services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

4. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach:

Contractor's default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper key; (ii) Contract Worker uses a key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper key or Background Screening; (iv) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a key or applicable Background Screening; or (v)



SECTION VIII – STANDARD TERMS AND CONDITIONS

VIII STANDARD TERMS AND CONDITIONS

Proposer's offer is subject to the following standard terms and conditions.

A. DEFINITIONS

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

"Amendment"	Means a written document issued by the City and signed by the Contractor which alters the contract and identifies the following: (i) a change in the Work (ii) a change in the Contract Amount (iii) a change in the time allotted for performance and /or (iv) an adjustment to the Agreement terms
"City"	The city of Phoenix.
"Contract"	The legal agreement executed between the City of Phoenix, AZ and the Contractor.
"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, corporation, limited liability company, joint venture, or other business entity who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
"Department Director"	The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
"Days"	Means calendar days unless otherwise specified.



SECTION VIII – STANDARD TERMS AND CONDITIONS

“Employer”	Any individual or type of organization that transacts business in this State, that has a license issued by an agency in the State and employs one or more employees in this state. Employer includes this State, any political subdivision of this State and self-employed persons. In the case of an independent contractor, employer means the independent contractor, and does not mean the person or organization that uses contract labor. (A.R.S. § 23-211).
“Offer”	Means proposal or quotation.
“Proposer/Offeror”	Means a vendor who responds to the Request for Proposal.
“Subcontractor”	Means an individual, firm, partnership, corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor, of any tier for the performance of any part of the Agreement. When the City refers to Subcontractor(s) in this document, for the purpose of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level, and/or tier, all subcontractors, sub-consultants, suppliers and material men.
“Solicitation”	Means a Request for Proposal (RFP).
“Suppliers”	Firms, entities or individuals furnishing goods or services directly to the City.
“Vendor”	A seller of goods or services.



SECTION VIII – STANDARD TERMS AND CONDITIONS

B. CONTRACT INTERPRETATION:

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. Implied Contract Terms:

Each and every provision of law and any clause required by law to be in the Agreement 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 Agreement shall forthwith be physically amended to make such insertion or correction.

3. Contract Order of Precedence:

In the event of a conflict in the provisions of the Agreement, 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.

4. Severability:

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

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

6. **Parol Evidence:**

This Agreement 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 Agreement. 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 Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

C. **CONTRACT ADMINISTRATION AND OPERATION:**

1. **Records:**

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

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,



SECTION VIII – STANDARD TERMS AND CONDITIONS

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. Equal Employment Opportunity:

A. In order to do business with the City, Contractor/Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor/Consultant will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

B. Any Contractor/Consultant in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or



SECTION VIII – STANDARD TERMS AND CONDITIONS

disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor/Consultant further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor/Consultant further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor/Consultant further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

C. Documentation. Contractor/Consultant may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

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

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 operation of the business conducted by the Contractor as applicable to this Agreement.

5. **Advertising:**

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

6. **Exclusive Possession:**

All research and materials created, developed, compiled or produced pursuant to or as a result of this Agreement (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 Agreement 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.

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, 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 Agreement.

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 Agreement 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.

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 Agreement, 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.



SECTION VIII – STANDARD TERMS AND CONDITIONS

10. **Strict Performance:**

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

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 Section VIII(C)(11)(a) 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 Section VIII(C)(11)(a).

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.



SECTION VIII – STANDARD TERMS AND CONDITIONS

D. COSTS AND PAYMENTS

1. Commencement of Work:

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

2. 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.

3. 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 Agreement 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 Agreement 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.

4. IRS W9 Form:

In order to receive payment the Contractor shall have a current IRS W-9 form on file with the City of Phoenix.

The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

E. CONTRACT CHANGES

1. Contract Amendments:

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

2. **Assignment – Delegation:**

No right or interest in this Agreement nor monies due hereunder 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 Department Director, which may be withheld for good cause. Any assignment or delegation made in violation of this Section shall be void.

3. **Non-Exclusive Contract:**

Any Agreement 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.

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 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 Department Director prior to the institution of the change.

F. **RISK OF LOSS AND LIABILITY**

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.

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.



SECTION VIII – STANDARD TERMS AND CONDITIONS

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 Agreement.

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 Agreement 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.

4. **Force Majeure:**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement 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



SECTION VIII – STANDARD TERMS AND CONDITIONS

such delay prevent the delayed party from performing in accordance with this Agreement.

5. **Organization – Employment Disclaimer:**

The Agreement 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 Agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the Agreement 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. **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.

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.

G. **WARRANTIES**

1. **Quality:**

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

2. **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.



SECTION VIII – STANDARD TERMS AND CONDITIONS

3. **Liens:**

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

4. **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 Agreement in a timely manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States.

H. **CITY'S CONTRACTUAL RIGHTS**

1. **Right to Assurance:**

Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former 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 Agreement.

2. **Non-Exclusive Remedies:**

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

3. **Default:**

In case of default by the proposer, the City may, by written notice, cancel this Agreement 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.

4. **Covenant Against Contingent Fees:**

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement 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.



SECTION VIII – STANDARD TERMS AND CONDITIONS

For breach or violation of this warranty, the City shall have the right to annul the Agreement without liability or in its discretion to deduct from the Agreement price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.

I. **CONTRACT TERMINATION**

1. **Gratuities:**

The City may, by written notice to the Contractor, cancel this Agreement 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 Agreement. In the event this Agreement 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.

2. **Conditions and Causes for Termination:**

This Agreement 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 Agreement, in whole or in part. If this Agreement is terminated, the City shall be liable only for payment under the payment provisions of this Agreement 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 Agreement due to failure of Contractor to carry out any term, promise, or condition of the Agreement. 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 Agreement;

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

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

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

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

3. Contract Cancellation:

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



SECTION IX – SUBMITTAL OF OFFER

IX. SUBMITTAL OF OFFER (COMPLETE AND RETURN)

Please complete and submit the following:

- 1) Original and six copies of this entire Submittal Section which includes:

Your narrative Response to the Evaluation Criteria as stated in Section V(C) (6) (Evaluation Criteria) (Pricing/Value Component) (Technical Component)

Company Information

Offer and Acceptance

All other documents, if any, required by Section V, Evaluation Requirements:
(List)

Any alternative terms, clearly marked and submitted seven (7) days prior to the proposal due date.

Any confidential or proprietary information clearly separated and marked as such as an attachment to the Submittal.

Please submit only Section IX and any additional documents as requested above or in Section V (Evaluation Criteria). Do not submit a copy of the entire RFP document. Your offer will remain in effect for a period of [120] calendar days from the proposal opening date and is irrevocable.



SECTION IX – SUBMITTAL OF OFFER

A. PRICING/VALUE COMPONENT:

Note: Prices/Value offered in the vendor’s proposal or bid shall not include applicable taxes. For purposes of determining the best price/value proposal or bid, the City will not take any applicable tax into consideration. Once a contract is awarded, all applicable taxes will apply. Applicable taxes, if any, must be listed as a separate item on all invoices submitted to the City and shall remain the sole responsibility of the vendor to calculate and make payment.

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

B. TECHNICAL COMPONENT:

Provide in narrative form in accordance with Section V, Evaluation Criteria.



SECTION IX – SUBMITTAL OF OFFER

C. 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. _____

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



SECTION IX – SUBMITTAL OF OFFER

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 _____

Payment Address: (If different from above)

NOTE: Any assignment of proceeds must go through the City of Phoenix, Division of Accounts, and formal assignment procedure. Please also refer to the Assignment Provision, Section VIII (2) - Standard Terms and Conditions.

Name _____

Address _____

City, State and Zip
Code _____



SECTION X – SOLICITATION RESPONSE CHECK LIST

X. SOLICITATION RESPONSE CHECK LIST
(NOT NECESSARY TO RETURN CHECKLIST WITH OFFER)
(For Proposer’s Use Only):

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

- 1. All forms have been signed. All of Section IX – Submittals and required attachments are included. All Agreement terms have been read.
- 2. Narrative Portion of the Proposal follows the sequence set forth in Section V – Evaluation Requirements.
- 3. The prices offered have been reviewed. All blanks have been filled in. The pricing page is included with the Proposal Response.
- 4. The resume and other page limitations, if any, have been followed.
- 5. The insurance and bond and surety requirements, if any, have been reviewed to assure you are in compliance. Attach a Certificate of Insurance and other requested documents.
- 6. The specified number of copies of your offer has been included.
- 7. Any addenda have been signed and are included.
- 8. The mailing envelope has been addressed to:
City of Phoenix, Parks and Recreation, 16th Floor, 200 W. Washington Street, 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 2:30 P.M. local Arizona time.
- 10. Request for Consideration of Alternate Terms, if needed, is included. See Section IV (I), Instructions to Proposers. If requested, the request must be submitted at least seven (7) calendar days prior to the proposal due date and must be titled as “Request for Consideration of Alternate Terms.”