INVESTMENT CONSULTANT SERVICES
REQUEST FOR PROPOSAL (RFP)
RFP BEN 18-09

Schedule of Events

<table>
<thead>
<tr>
<th>ACTIVITY (All times are local Phoenix time)</th>
<th>DATE</th>
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<tbody>
<tr>
<td>RFP is Issued</td>
<td>June 25, 2018</td>
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<tr>
<td>Written Inquiries Due Date</td>
<td>June 28, 2018</td>
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<tr>
<td>Responses to written inquiries available</td>
<td>June 29, 2018</td>
</tr>
<tr>
<td>Offer Due Date</td>
<td>July 11, 2018 at 3 p.m.</td>
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<tr>
<td>Finalist Interviews</td>
<td>Week of August 13 or 20</td>
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Submit proposals and requests for alternate formats to:
Yolie Briseño, Procurement Officer
(Deferred Compensation Plan Program Coordinator)
City of Phoenix
Human Resources, Benefits Division
251 W. Washington St
Phoenix AZ 85003
Telephone: (602) 534-2202 (7-1-1 Friendly)
yolanda.briseno@phoenix.gov

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

1. STATEMENT OF NEED:
The City of Phoenix, Human Resources Department, Benefits Division and the Management Board for the City’s 457 Deferred Compensation and Defined Contribution Plans and Post Employment Health Plan (PEHP) (the “Plans”), invite sealed proposals for Investment Consulting Services for the Plans for a three (3)-year period commencing on or about September 1, 2018, with two (2) one (1)-year extension options initiated at the City’s discretion, in accordance with the specifications and provisions contained herein. The City intends to contract with one provider for these services.

The Boards for the Deferred Compensation and Defined Contribution Plans and the Post Employment Health Plan of the City of Phoenix (collectively, the “Board”) have the responsibility of investment consulting of all three Plans. Each Board is comprised of the same nine members, including three employees of the City appointed by the City Council. One employee is a non-public safety member of the coalition of Phoenix City Unions, one is a member of the International Association of Firefighters Local 493, and one is a member of either the Phoenix Law Enforcement Association or the Phoenix Police Sergeants and Lieutenant Association. Two public members are appointed by the Council and have investment experience. Two members appointed by the City Manager are management employees, one with experience in Human Resources and Employee Benefits, the other with experience in Public Sector Finance and Investment. The final two members are the City of Phoenix Employees’ Retirement Plan Administrator and the City Manager or the City Manager’s designee, who acts as the Chair of each Board.

As of March 31, 2018, the 457 Plan and 401(a) Plan had approximately 18,969 total participants and combined assets of $1.99 billion. For the first three quarters of 2018, contributions and other cash flows to the Plans were approximately $25.2 million. Distributions and other cash outflows totaled approximately $45.2 million for the same period. Total assets set aside for the PEHP as of the quarter ending March 31, 2018 were approximately $129 million.

As part of its benefits package, the City contributes to the 401(a) Plan, on behalf of each benefit eligible full-time employee, a percentage of the employee’s salary. The percentage contributed is determined by the employee’s designated benefits category affiliated with the employee’s employment unit. This fringe benefit is contributed on behalf of the employee to the 401(a) Plan regardless of whether the employee makes voluntarily contributions to the 401(a) Plan or the 457 Plan. Currently, most benefit categories participate in this fringe benefit,
resulting in 401(a) Plan participation of nearly 100% of the City’s benefit eligible employees. Employee contributions to the 457 Plan and City benefit contributions to the 401(a) Plan are processed as part of the City’s regularly scheduled bi-weekly payroll.

As part of its benefits package, the City contributes a flat amount of $150 per month to the PEHP Plan on behalf of benefit eligible full-time employees who meet the eligibility criteria for employer contributions to the PEHP. The City contribution is processed as part of the City’s regularly scheduled bi-weekly payroll in the second pay period of each month. At its discretion, the City may, from time to time, change the amount of the employer contribution for eligible employees.

A single firm, Nationwide Retirement Solutions of Dublin, Ohio, is the administrator of these three Plans, providing plan administration and record keeping services, as well as education and communication services for the Plans. The City’s Human Resources Department provides staff administration for the Plans and the Board. The City’s Finance Department provides payroll and banking services to the Plans. Legal counsel is provided by the City’s Law Department.

See Separate Attachment containing supplemental Plans information.

2. **MINIMUM QUALIFICATIONS:**
   At a minimum, a proposer must have at least five (5) years of experience working with public deferred compensation, defined contribution and post-employment healthcare plans of a size similar in participant and asset size to the City of Phoenix Plans. Proposer must be an SEC-registered investment advisor or exempt from registration.

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

3. **AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:**
   Consultants are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Consultant agrees it will be bound by the agreement. The City will enter into a three-year contract with the selected vendor with two one-year optional extensions exercised at the City’s discretion.

4. **SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:**
   Consultant will provide consulting services that will be in accordance with the Scope of Work as set forth in Section II, which may be supplemented with
additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Consultant will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in Section VI.

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

6. PREPARATION OF OFFER:
6.1 All forms provided must be completed and submitted with your offer. The signed and completed Affidavit form must be included or your offer may be deemed non-responsive.

6.2 No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Consultant’s errors or omissions.

6.3 All time periods stated as a number of days will be calendar days.

6.4 It is the responsibility of all Consultants to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Consultants are strongly encouraged to:

6.4.1 Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

6.4.2 Study and carefully correlate Consultant’s knowledge and observations with the solicitation and other related data.

6.4.3 Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Consultant has discovered in or between the solicitation and such other related documents.

6.5 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Consultant is responsible for all costs incurred in responding to this
solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

7. EXCEPTIONS:
If a Consultant has exceptions based on the scope then Consultant must include a list of exceptions to the requirements of the solicitation and attachment documents, if any, on a separate page labeled “Exceptions Statement.” Consultant must identify the reason for the requested change, provide alternate language and provide an explanation.

It is the intent of the City to award a contract on a fair, competitive basis. For this reason, the City may view any “Exception” in response to any material condition or requirement of the solicitation as an attempt by the Consultant to vary the terms of the solicitation which, in fact, may result in giving the Consultant an unfair advantage. For this reason, the City will, at its option, not allow exceptions to any material requirement if, in the opinion of the City, the exceptions alter the overall intent of the solicitation, unless the exception would be of material benefit to the City. Additionally, the City may, at its option, deem any submittal non-responsive based on exceptions by the Consultant.

8. INQUIRIES:
All questions that arise relating to this solicitation should be directed to the procurement officer on the solicitation cover page.

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

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

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

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

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

12. SUBMISSION OF OFFER:  
Each proposer must submit the original and six (6) copies of the entire proposal in a sealed package marked with the proposer’s name and address and this RFP’s name and number. Each proposer must also include one flash drive containing one (1) digital copy of the full submittal as well as one (1) digital copy of the submittal with confidential information the proposer wishes to be withheld from public information requests either removed or redacted.

Proposals must be submitted by the deadline listed on page one to the address listed on page one. Proposals received after the deadline will be disqualified as non-responsive.

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

14. OFFER RESULTS:  
Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City’s website.

15. PRE-AWARD QUALIFICATIONS:  
15.1 Consultant must have been in operation a minimum of five years. The Consultant’s normal business activity during the past five years will have been for providing the complete Scope of Work listed in this solicitation.
15.2 Upon notification of an award the Consultant will have seven business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

16. **AWARD OF CONTRACT:**
Unless otherwise indicated, award will be made to the Consultant who has offered to provide the most desirable combination of services, performance, and price contained in this solicitation and who have demonstrated the ability to perform the required services in an acceptable manner. The City will use its discretion in determining the most desirable Consultant. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

- Qualifications and Experience – 300 points
- Method of Approach – 550 points
- Pricing – 150

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

17. **CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:**
The City reserves the right to disqualify any Consultant on the basis of any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Consultant submitting an offer herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

18. **SOLICITATION TRANSPARENCY POLICY:**
18.1 Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation at a public meeting, posted under Arizona Statutes, with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) until: (1) the resulting contract is awarded; (2) all offers or responses are rejected; or, (3) the solicitation is cancelled without any announcement by the Procurement Officer of the City’s intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is
unrelated to the solicitation with the City staff who is not involved in the selection process.

18.2 With respect to the selection of the successful Offeror, the City Manager and/or City Manager’s Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager’s Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.

18.3 This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED. After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

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

19. PROTEST PROCESS:

19.1 Consultant may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid.

19.2 Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
19.3 Consultant may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Consultant was notified of the adverse determination.

19.4 Consultant may protest an award recommendation if the Consultant can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Consultant on the City’s website. Consultant must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City’s full and final discretion.

19.5 All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
   - Identification of the solicitation number;
   - The name, address and telephone number of the protester;
   - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
   - The form of relief requested; and
   - The signature of the protester or its authorized representative.

19.6 The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City’s Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.

20. PUBLIC RECORD:
All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Consultant believes that a specific section of its Offer response is confidential, the Consultant will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. A Consultant may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Consultant clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Consultants as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable
public records law. When a public records request for such information is received, the Procurement Officer will notify a Consultant in writing of any request to view any portion of its Offer marked “confidential.” The Consultant will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Consultant does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

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

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

23. **CONTRACT AWARD:**
The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

24. **DETERMINING RESPONSIVENESS AND RESPONSIBILITY:**
24.1 Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
24.2 Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

24.3 Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Consultant, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible Consultant. Responsibility includes the Offeror’s integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

24.4 The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City’s determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City’s request, information in any best and final offer, and information received from Offeror’s references, including information about Offeror’s past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

24.5 The Offeror’s unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

25. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:
During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors’ rankings and which Offers are within the Competitive Range, when appropriate.
26. **OFFERS NOT WITHIN THE COMPETITIVE RANGE:**
The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

27. **DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:**
27.1 The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

27.2 If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

27.3 To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

28. **BEST AND FINAL OFFERS (BAFO):**
28.1 A BAFO may be an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City’s sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO in writing. The request for BAFOs will include the following:

- Notice that discussions/negotiations are concluded.
- Notice that this is the opportunity to submit a written BAFO.
A common date and time for submission of a BAFO from each proposer in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs.

Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for receipt of BAFOs.

Notice to proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their BAFO.

28.2 If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

28.3 The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.

28.4 The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.
SECTION II - SCOPE OF WORK

1. PLAN SERVICES

A. PERFORMANCE MEASUREMENT SERVICES

The Consultant shall provide the following performance measurement services for the Plans:

Provide a written and verbal quarterly report and make a presentation on performance of the current investment options relative to their appropriate benchmarks and peer groups.

Assist the Plans in identifying under-performing investment options and develop and review a list of appropriate alternatives for the City to review and approve, if appropriate.

Provide annual review of expense ratios and revenue sharing rates for funds within the 457 Plan and 401(a) Plan and the PEHP to ensure that the expense ratios and revenue sharing rates are within a reasonable range as compared to other funds in the same asset classes.

457, 401(a), and PEHP investment options – provide input and advice to the City with respect to the offered investment options. Advise the City with respect to requests to the plan administrator for changes to the investment option menu, if appropriate.

B. GENERAL CONSULTING SERVICES

The Consultant may be requested to provide, including but not limited to, the following general consulting services:

Assist the Plans, using the Consultant’s knowledge of “best practices,” in the preparation of procedures, policies, manuals, forms, bylaws, ordinances, Plan documents, and other important documentation for City consideration and approval, if appropriate. Ongoing updates of these documents will also be expected to be prepared in reaction to legal and economic changes.

Keep the City and its staff informed related to current and proposed changes in laws, regulations, ordinances, etc.; and consult with the City and City staff regarding actions to be in compliance.

Provide a peer review of the Plans versus plans of similar size and
diversity, as requested by the City and/or City staff.

Assist the Plans in developing, distributing, and evaluating surveys that the Plans may want for membership input on internal and external service providers.

Assist the Plans in analyzing and identifying the need for new or enhanced services including the development of Request for Proposals (RFPs) and/or Requests for Qualifications (RFQs); and provide input regarding potential Plan and/or contract amendments and procedures related to such services.

Review education and participant training materials and the delivery systems utilized for said training materials currently available to the Plans' participants. Recommend changes to ensure that materials are complete and accurate.

Assist the Plans in analyzing and identifying funding alternatives utilized for administration of the Plans.

Advise the City on the impact to the Plans of tax law changes and any other legislation related to the Plans.

C. RFP FOR ADMINISTRATIVE SERVICES FOR THE PLANS

The Consultant will provide the following services:

RFP Development and Review of Responses – Develop all required materials, including contract language, for RFP for a

- 457 Deferred Compensation Plan/401(a) Defined Contribution Plan and Post Employment Health Plan (PEHP) administrative services provider; and

- investment management services provider for the stable value fund in the 457/401(a) Plans portfolio for the City's consideration.

The Consultant will be required to review responses to those proposals and generate recommendations to the City and City staff. The Consultant must be prepared to provide expert assistance in defining rating factors and review criteria, as well as creating a review methodology, which can evaluate and rank proposals based on factors such as investment performance, fees, management criteria, etc.
Develop and present to the City a timeline for the plan administration RFP process. The timeline shall include the transition period for a new administrative services provider for the Plans, if one is selected; and a new investment management services provider for the 457/401(a) Plans stable value fund, if one is selected. Price proposals for this Investment Consultant Services RFP must include costs associated with providing services related to RFPs for Plan administrative services provider and investment management services provider for the stable value fund.

Plan Design Issues - Provide input and advice with respect to plan design issues. The Consultant will review and present the advantages and disadvantages between bundled and unbundled 457 and 401(a) plan and/or medical expense reimbursement plan and PEHP structures. This may include issues regarding the provision of investment advice and education to City plan participants; providing advice with respect to refinement of the investment option menu for the City plans; and, any and all related matters regarding the structure and the delivery of services/products under the plans.

Stable Value Fund issues – Provide input and assistance with respect to the necessary steps and requirements related to procuring investment managers for the 457/401(a) Plans' stable value fund, if a new provider is selected, including re-mapping of the assets of participants invested in the current fund to the new fund; and communication to participants.

Develop a transition strategy (including communication materials intended for participants in the Plans) for procuring a record keeper and stable value fund manager. If costs associated therewith are not inclusive, please specify specific one-time costs. Assist Plan with successful migration of current investments to new strategies or options including education services, and any other related tasks if a new provider is selected.

Review education and participant training materials developed by the administrative services provider for completeness and accuracy. Recommend changes with respect to education and participant training materials to assure materials are complete and accurate.

2. QUALIFICATIONS & EXPERIENCE STATEMENT

A. Each proposer shall provide sufficient documentation, including resumes,
to demonstrate that the proposer and its proposed staff meet the minimum qualifications listed in Section I and are qualified to perform the scope of work (category) for which the proposer is proposing. Each proposer shall also address each bulleted item listed under Section 4.

B. Each proposer shall provide 3 case studies demonstrating its delivery of the scope of work (category) for which the proposer is proposing. Each case study should include:

1) Client’s name
2) Contact information (name, telephone number, email and physical addresses)
3) Description of client’s business, including asset and participant size of plans
4) Description of the client’s business need, how the proposer’s proposed staff approached that need, final outcomes and deliverables, and proposed and actual project timelines
5) Description of how this case study relates to the proposed category

3. PROPOSER’S EXPERIENCE AND QUALIFICATIONS

A. 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.

B. Key Personnel. The Proposer shall 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. Proposer shall attach resumes of the key personnel that will be assigned to these services. Proposer shall include education and training of each key personnel member. Resumes of key personnel 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.]

C. Adverse Actions/Potential Impact. Proposer shall state whether the company or key personnel assigned to contract are 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 the ability to provide
the required RFP needs. If so, please describe the nature of the item and its potential impact. Proposer shall state whether proposer’s firm or the key personnel to be assigned to the City have 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.

D. **Government/Corporate Experience.** Proposer shall state the firm’s experience in providing services to large public entities or large corporate entities. Proposer shall list other government contracts that it has now or has had in the past five years including the City of Phoenix. [Not to exceed 3 pages]

E. **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 completed services. References from large public entities or large corporate entities are preferred. Please provide information in Section VII page 50 of this RFP.

F. **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.

G. **Questionnaire – Qualifications to Perform Services.** Proposer shall:

1. Describe the firm’s experience/capabilities to provide expert advice regarding tax issues affecting 457 deferred compensation plans, 401(a) defined contribution plans, health reimbursement arrangements, post employment health plans, and 501(c)(9) VEBA’s.

2. Describe the firm’s experience/capabilities for evaluating fees and fee structures of 457 deferred compensation and 401(a) defined contribution plans, health reimbursement arrangements, and post-employment health plan service providers.

3. Describe the firm’s experience with respect to, and the resources available to you for providing expert review of proposed or actual legislation affecting 457 deferred compensation plans, 401(a) defined contribution plans, health reimbursement arrangements, post employment health plans, and 501(c)(9) VEBA’s and its impact
on such plans.

4. Describe the firm’s experience capabilities to evaluate and provide expert advice on “asset allocation models.”

5. Identify those contracts with state and local government entities in which the proposer has provided RFP development, review or implementation of 457 deferred compensation, 401(a) defined contribution, and post-employment health plan services within the last five years.

6. Describe the firm’s experience and capabilities for evaluating performance of investment products within 457 deferred compensation, 401(a) defined contribution and post-employment health plans, to include FDIC insured products, fixed accounts/stable value funds, and mutual funds. This is intended as a general question regarding the firm’s experience and capabilities in this area and it is not relevant that not all of these investment products are in the portfolios of the City’s Plans, as reflected in Attachment 1. Provide a sample investment review demonstrating the methodology used and its outcome.

7. Describe the firm’s experience/qualifications to evaluate and provide expert advice on Plan design issues affecting 457 deferred compensation, 401(a) defined contribution, and post-employment health plans.

8. Describe the firm’s experience/capabilities in contractor selection processes (including processes for both plan administration as well as investment management) for 457 deferred compensation, 401(a) defined contribution, and post-employment health plans similar to the City’s Plans. Address all aspects of the selection process including RFP development, review of responses, and transition from old to new providers and/or service arrangements.

9. What proportion of the firm’s income comes from investment consulting services?

10. Is the firm, its parent, a subsidiary, or any affiliate, a registered investment adviser or broker/dealer? If so, explain.

11. Describe the firm’s experience/capabilities with respect to any contract development and review including government contracts.
This information should include contracts related to plan administration and/or investment consulting, but is not limited to those categories.

12. Describe the firm’s experience/capabilities in evaluating funding source structures for 457 deferred compensation and 401(a) defined contribution plans, health reimbursement arrangements, and post-employment health plans.

4. **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:

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

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

C. **Customer Service – Availability.** Provide an estimate of key personnel time on each major step. State the work schedule (days and hours) that the assigned personnel will be available and the anticipated turnaround time for returning phone calls. 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.

D. **Customer Service – Office Resources.** State or describe the on-site resources such as office space, conference rooms, clerical support for meeting arrangements as relevant to the services provided.

E. **Sample Reports.** Describe or provide a sample progress report or form.

F. **Technology.** Describe how the firm uses technology in performing services.

G. **Budget Controls.** Describe the fiscal accounting processes and budgetary controls that the firm will use to ensure the responsible use and management of contract 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. State the firm’s fiscal reporting and monitoring capabilities (e.g. spreadsheets, automated fiscal reports, quality controls, checks and balances), to ensure contract funds are managed responsibly. Describe the procedures that the firm will take to ensure that the City receives satisfactory products and services at low costs, i.e., how the firm will strive to provide the best value at the lowest price.
SECTION III - FEE SCHEDULE

Proposers should provide a clear and specific fee schedule that includes all services requested by the Proposal and the Scope of Work. If costs associated therewith are not inclusive, please identify specific one-time costs.

A. METHOD OF INVOICING:

Invoices must include the following:
1. City contract agreement number.
2. Description of services.
3. Applicable tax and fees, itemized separately
4. Invoice number and date.

B. METHOD OF PAYMENT:

The City will pay the fees on a quarterly basis in arrears. Payment will be paid within 60 days of invoice date.
SECTION IV - INDEMNIFICATION & INSURANCE REQUIREMENTS

INDEMNIFICATION CLAUSE:

Consultant (“Indemnitor”) must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ( “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees or subconsultants in connection with this Contract. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Consultant for the City. The obligations of Consultant under this provision survive the termination or expiration of this Contract.

INSURANCE REQUIREMENTS:

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

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, its agents, representatives, employees or subconsultants and Consultant is free to purchase additional insurance as may be determined necessary.

1. **MINIMUM SCOPE AND LIMITS OF INSURANCE**: Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
1.1 **Commercial General Liability – Occurrence Form**
Policy must 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

The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant.”

1.2 **Worker’s Compensation and Employers’ Liability**
Workers’ Compensation Statutory
Employers’ Liability
- Each Accident $100,000
- Disease – Each Employee $100,000
- Disease – Policy Limit $500,000

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

This requirement does not apply when a Consultant or subconsultant is exempt under A.R.S. §23-902(E), **AND** when such Consultant or subconsultant executes the appropriate sole proprietor waiver form.

1.3 **Professional Liability (Errors and Omissions Liability)**
The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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

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

2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies must include, or be
SECTION IV – INDEMNIFICATION & INSURANCE REQUIREMENTS

endorsed to include, the following provisions:

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

2.2 The Consultant’s insurance coverage must 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 Contract, the Consultant 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 must be mailed, emailed, hand delivered or sent by facsimile transmission to City of Phoenix Procurement Officer listed on the first page of this RFP.

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 Consultant from potential insurer insolvency.

5. **VERIFICATION OF COVERAGE:** Consultant must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

   All certificates required by this Contract must be sent directly to the Procurement Officer listed on the first page of this RFP. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

6. **SUBCONSULTANTS:** Consultants’ certificate(s) must include all subconsultants as additional insureds under its policies or Consultant must furnish to the City
separate certificates and endorsements for each subconsultant. All coverages for subconsultants must be subject to the minimum requirements identified above.

**APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.
SECTION V - CONSULTANT’S INSURANCE CERTIFICATE

The Proposer should include all required insurance certificates as described in Section IV.
SECTION VI - SUPPLEMENTAL TERMS AND CONDITIONS

1. PERFORMANCE GUARANTEES
   Following are the expected performance guarantees to which the Vendor will commit to achieve on an ongoing basis throughout their Agreement term. Proposers are asked to respond with statement of acceptance or alternative performance guarantees in proposal.

<table>
<thead>
<tr>
<th>PHONE/EMAIL RESPONSE TIME</th>
<th>Standard</th>
<th>Money at Risk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Consultant(s)</td>
<td>&lt;24 hours</td>
<td>$4,000 per occurrence</td>
</tr>
<tr>
<td>Back-up Consultant(s)</td>
<td>&lt;24 hours</td>
<td>$4,000 per occurrence</td>
</tr>
<tr>
<td>STATEMENT DELIVERY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quarterly Reports</td>
<td>Within 30 days of quarter end provided required data received from Plans’ recordkeeper within 5 days after quarter end</td>
<td>$2,000 per occurrence</td>
</tr>
</tbody>
</table>

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

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

4. CONSULTANT & SUBCONSULTANT WORKERS BACKGROUND SCREENING

Consultant agrees that all Consultant and subconsultants’ workers (collectively “Consultant’s Worker(s))” that Consultant furnishes to the City pursuant to this agreement shall be subject to background and security checks and screening (collectively “Background Screening”) at Consultant’s sole cost and expense as set forth in this section. The background screening provided by Consultant shall comply with all applicable laws, rules and regulations. Consultant further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare. The background screening requirements set forth in this section are the minimum requirements for the agreement. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of the Consultant’s services under this agreement or Consultant’s failure to comply with this section. Therefore, in addition to the specific measures set forth below, Consultant 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.

4.1 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 MINIMUM RISK.

4.1.1 Minimum Risk Level
A minimum risk background screening shall be performed when the contract worker will:
- not have direct access to City facilities or information systems; or
- not work with vulnerable adults or children; or
- have access to City facilities when escorted by City’s workers.

4.1.2 The background screening for minimum risk shall consist of the screening required by A.R.S.§41-4401 and following to verify legal Arizona worker status.

5. CONSULTANT CERTIFICATION
By executing this agreement, Consultant certifies and warrants that Consultant 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, Consultant further certifies and warrants that Consultant has satisfied all such background screening requirements for the minimum risk background screening as required.

5.1 TERMS OF THIS SECTION APPLICABLE TO ALL OF CONSULTANT’S CONTRACTS AND SUBCONTRACTS
Consultant 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.

5.2 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 Consultant shall be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Consultant shall defend, indemnify and hold harmless the City for any and all claims arising out of this background screening section including, but not limited to, the disqualifications of a contract worker by Consultant or the City for failure to satisfy this section.

5.3 CONTINUING DUTY; AUDIT
Consultant’s obligations and requirements that contract workers satisfy this background screening section shall continue throughout the entire term of this agreement. Consultant shall maintain all records and documents related to all background screenings and the City reserves the right to audit Consultant’s compliance with this section.
SECTION VII – PROFESSIONAL SERVICES CONSULTING AGREEMENT

Professional Services
Consulting Agreement

AGREEMENT NO. 18-09

HUMAN RESOURCES
Yolie Briseño
251 W Washington Street, 7th Floor
Phoenix, AZ  85003
602-534-2202
yolanda.briseno@phoenix.gov
PROFESSIONAL SERVICES CONSULTING AGREEMENT
BETWEEN
THE CITY OF PHOENIX
INSERT LEGAL NAME OF CONSULTANT HERE
This AGREEMENT is made and entered into this Enter date of Enter month, 20Enter year, (“the Effective Date”), by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and insert legal name of Consultant here, insert state of corporation and correct business name – Corporation, LLC, etc that you have confirmed on the Arizona Corporation Commission website, (hereinafter referred to as “Consultant”).

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.

2. The City desires to obtain the services that are specifically set forth in this Agreement.

3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.

4. Consultant possesses the skills and expertise necessary to provide such services as desired by the City.

5. This Agreement is authorized by the City Council (Ordinance Number and Agenda Number if applicable) Enter date.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT:
   1.1. This Agreement begins on the Effective Date in the introductory paragraph, and upon approval by the City, for Enter term.

   1.2. This Agreement will terminate upon the earliest occurrence of any of the following:

       1.2.1. reaching the end of the term exercised as set forth in 1.1;

       1.2.2. completing the services set forth in the Scope of Work, Section II (the “Services”);
1.2.3. payment of the maximum compensation under Paragraph 2 of this Agreement; or

1.2.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT:
   2.1 The total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Agreement will not exceed _________ Dollars ($____________) with no additional charges for overhead, benefits, local travel or administrative support.

   2.2 Consultant will submit quarterly invoices on or before the end of the month following the end of each calendar-year quarter. Each quarterly invoice will be accompanied with itemized receipts. Requests for payment must be submitted with documentation of dates and detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s right to recover an overpayment made in error.

   Invoices will be submitted to:
   Yolie Briseño
   City of Phoenix Benefits Division
   251 W. Washington Street, 7th Floor
   Phoenix AZ  85003

3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:
   3.1 Consultant will provide consulting services that will be in accordance with the Scope of Work as set forth in Section II, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Consultant will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in Section VI.

   3.2 Consultant’s enrollment system must accommodate the use of a six-digit identification number, including leading zeros, assigned to the employee by the City as the primary identifier.

   3.3 Consultant will, at no cost to the city, provide print materials, and prepare and pay for one annual mailing to all employees in association with the city’s annual open enrollment period and one mid-year mailing during the Agreement period. Consultant shall mail a written verification of plan enrollment to an employee participant’s home address within 14 days of receiving enrollment data from the City. Additionally, Consultant shall provide written
verification of plan enrollment to retiree participants.

4. **INDEMNIFICATION & INSURANCE REQUIREMENTS:**
   See Section IV.

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

   5.2 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Consultant will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Consultant will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker’s compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

6. **LEGAL WORKER REQUIREMENTS:**
   The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Consultant who fails, or whose subconsultants fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Consultant agrees that:
   - Consultant and each subconsultants it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.

   - A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
• The City retains the legal right to inspect the papers of the Consultant or subconsultants employee(s) who work(s) on this Agreement to ensure that Consultant or subconsultant is complying with the warranty herein.

7. CONFIDENTIALITY AND DATA SECURITY:

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

7.2. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

7.3. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, Consultant will notify the City Privacy Officer and the affected enrollee immediately. 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.

7.4. Consultant agrees that the requirements of this Section will be incorporated into all consultant/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies
injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

7.5. The obligations of Consultant under this Section will survive the termination of this Agreement.

8. CONTACTS WITH THIRD PARTIES:
8.1 Consultant or its subconsultants will not contact third parties to provide any City information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Consultant or its subconsultants be contacted by any person requesting City information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Consultant or its subconsultants will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Consultant and its subconsultants under this Section will survive the termination of this Agreement.

8.2 Consultant agrees that the requirements of this Section will be incorporated into all subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

9. SBE/DBE UTILIZATION:
The City extends to each individual, firm, vendor, supplier, Consultant and subconsultant an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

10. AUDIT/RECORDS:
The City reserves the right, at reasonable times, to audit Consultant’s books and records relative to the performance of service under this Agreement with the express exclusion of attorney-client privileged communications or attorney work product. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.
11. **COMPLIANCE WITH LAWS:**
Consultant will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Consultant, a request for an amendment may be submitted pursuant to this Agreement.

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

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

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

If to Consultant:
14.2 Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

14.3 Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

15. INTEGRATION:
This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

16. GOVERNING LAW; FORUM; VENUE:
This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
17. **TERMINATION OR SUSPENSION OF SERVICES:**
The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Consultant in writing.

18. **PROFESSIONAL COMPETENCY:**

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

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

19. **SPECIFIC PERFORMANCE:**
Consultant agrees that in the event of a breach by Consultant of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Consultant as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

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

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

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

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

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

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

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

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

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

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

24. **PUBLIC RECORDS:**

24.1 Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Consultant understands that disclosure of some or all of the items subject to this Agreement may be required by law.
24.2 In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide the Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Consultant specified in their proposal. Within ten days of City notice by the City, the Consultant will inform the City in writing of any objection by the Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

24.3 In the event the Consultant objects to disclosure within the time specified, the Consultant agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Consultant does not object thereto. Furthermore, the Consultant agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

25. CLAIMS OR DEMANDS AGAINST THE CITY:
25.1 Consultant acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Consultant agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

25.2 Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient
to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

26. **WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:**
Consultant waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

27. **CONTINUATION DURING DISPUTES:**
   27.1 Consultant agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.
   
   27.2 Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.

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

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

30. **NO ISRAEL BOYCOTT:**
By entering into this contract, the Consultant certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

31. **EQUAL EMPLOYMENT OPPORTUNITY AND PAY:**

31.1 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.

31.2 For a Consultant with 35 employees or fewer: 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 disability, nor otherwise commit an unfair employment practice. The Consultant 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 Consultant further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Consultant further agrees that this clause will be incorporated in all subcontracts, Consultant agreements or subleases of this agreement entered into by supplier/lessee.

31.3 For a Consultant with more than 35 employees: 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 disability, nor otherwise commit an unfair employment practice. The Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall
include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The 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 contract. 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 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.

31.4 DOCUMENTATION: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

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

APPROVALS:

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

CITY OF PHOENIX, a municipal corporation
ED ZUERCHER, City Manager

By: _______________________________
Name
Title
ATTEST:

__________________________________________
City Clerk

APPROVED AS TO FORM:

__________________________________________
Acting City Attorney

Name of company Corporation
a State corporation

By:__________________________
   Name
   Title, (President and CEO, etc.)

If your company is a Limited Liability with Individual Members:
Name of company, LLC,
a State limited liability company

By:__________________________
   Name
   Member

By:__________________________
   Name
   Member

If your company is a Limited Liability with Individual Manager:
Name of company, LLC,
a State limited liability company

By:__________________________
   Name
   Manager
If your company is a Limited Liability with the Member or Manager is a Corporation:
Name of company, LLC,
a State limited liability company
Its Manager (Member)

By: ______________________________
   Name
   President

If your company is a Limited Liability with the Member or Manager is a General Partnership:
Name of company, LLC,
a State limited liability company
Its Manager (Member)

By: ______________________________
   Name
   an Arizona general partnership,
   Its Manager or Managing General Partner
The undersigned Consultant hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Consultant further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Consultant.

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

1. The City is relying on Consultant’s submitted information and the representation that Consultant has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.

2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Consultant.

3. Consultant has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.

4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Consultant errors or omissions.

5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.

6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.

7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.

8. All costs incurred by Consultant in connection with this proposal shall be borne solely by Consultant. Under no circumstances shall the City be responsible for any costs associated with Consultant’s proposal or the RFP process.

9. Consultant has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

11. To the best of the Consultant’s knowledge, the information provided in its proposal is true and correct and neither the undersigned Consultant nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

12. Each proposer must submit the original and six (6) copies of the entire proposal in a sealed package marked with the proposer’s name and address and this RFP’s name and number. Each proposer must also include one flash drive containing one (1) digital copy of the full submittal as well as one (1) digital copy of the submittal with confidential information the proposer wishes to be withheld from public information requests either removed or redacted.

Please submit only the submittals required; do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City’s best interest to do so.

13. REFERENCES

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

1. Company and Reference Name:

_________________________________________________________________

Telephone and email:
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Signature(s)

Consultant’s Contracting Entity (Legal Name\(^1\)): ________________________________

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

Printed Name of Authorized Representative*: ________________________________

Title: ________________________________________________________________

Business Mailing Address: ________________________________________________

Telephone and Email Address: ____________________________________________

Signature: ______________________________________________________________

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

Name of Joint Venture Partner (if applicable): ________________________________

Printed Name of Authorized Representative*: ________________________________

Title: ________________________________________________________________

Business Mailing Address: ________________________________________________

Telephone and email Address: ____________________________________________

Signature: ______________________________________________________________

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

**NOTARIZED**

Signed and sworn before me this ____, day of ________________________, __________

Notary Signature: Affix Seal:

____________________________________________
**AFFIDAVIT**

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

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2. Contract Information

Solicitation # or Name:

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

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

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

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

6. List any attorney, lobbyist, or Consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.
7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

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

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

☐ I am not aware of any conflict(s) of interest under City Code Section 43-34.

☐ I am aware of the following potential or actual conflict(s) of interest:

---

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

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

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

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

☐ I am not aware of any conflict(s) of interest under Arizona Revised Statutes
8. Acknowledgements

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

☐ I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

☐ This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to disqualification.

B. Fraud Prevention and Reporting Policy

☐ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.
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| COMPANY (CORPORATION, LLC, ETC.) NAME and DBA |