

PROFESSIONAL SERVICES CONSULTING AGREEMENT

INTERIM EXECUTIVES

AGREEMENT NO. 153646--0

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PROFESSIONAL SERVICES CONSULTING AGREEMENT

BETWEEN

THE CITY OF PHOENIX AND

INTERIM PUBLIC MANAGEMENT, LLC

This **AGREEMENT** is made and entered into this 1st of July 2020, (“the Effective Date”), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and Interim Public Management, LLC, (hereinafter referred to as “Contractor”).

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
5. This Agreement is authorized by the City Council Ordinance Number S-46812 dated June 24, 2020, item 52.

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

1. TERM OF AGREEMENT:

- 1.1. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for a period of five (5) years. This Agreement will terminate upon the earliest occurrence of any of the following:
- 1.2. Reaching the end of the term exercised as set forth in 1.1;
- 1.3. Payment of the maximum compensation approved by the City under City Council Ordinance Number S-46812 dated June 24, 2020, provided that such amount may be increased by the City from time to time; or
- 1.4. termination pursuant to the provisions of this Agreement.

2. PAYMENT

Fees payable by the City hereunder are set forth in *EXHIBIT B – FEE SCHEDULE* and Fees for Services will be agreed with more particularity in the

applicable Schedule of Engagement (See Exhibit A – Scope of Work).

2.1. Contractor will submit semi-monthly invoices on or before the 10th day of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the semi-monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates worked, weekly rate charged, and a description of the Services performed. Failure of City to identify an error does not waive any of the City's rights.

2.2. Invoices will be submitted to:

hr.mgmt.svcs@phoenix.gov

City of Phoenix

Human Resources Department, Management Services Division

251 W Washington Street, 7th Floor

Phoenix, AZ 85003

2.3. Contractor will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:

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

3. SCOPE OF WORK AND SUPPLEMENTAL TERMS AND CONDITIONS:

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in *EXHIBIT A – SCOPE OF WORK* ("Services"), which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. Each Services engagement shall be agreed to by the City and Contractor in advance in writing in the form of a "Schedule of Engagement," see Exhibit A – Scope of Work, paragraph 3 or such other form as the parties may mutually agree. In performing Services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in *EXHIBIT E – SUPPLEMENTAL TERMS AND CONDITIONS*. Contractor will provide requested reports to the City according to a mutually agreed-upon

schedule.

4. INDEMNIFICATION & INSURANCE REQUIREMENTS – SEE EXHIBIT C – INDEMNIFICATION & INSURANCE REQUIREMENTS

5. 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 another Qualified Vendor for Interim Executive Services. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER.

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

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

7. LEGAL WORKER REQUIREMENTS:

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

7.2. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.

7.3. A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

7.4. The City retains the legal right to inspect the papers of the Contractor or

subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty herein.

8. CONFIDENTIALITY AND DATA SECURITY:

- 8.1. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.
- 8.2. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor must encrypt and/or password protect electronic files that are within Contractor's or any Interim Executive's possession and that are not stored on or accessed through a City-owned device. 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.
- 8.3. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, Contractor will notify the City Privacy Officer immediately. Contractor agrees to reimburse the City for reasonable costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.
- 8.4. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.
- 8.5. The obligations of Contractor under this Section will survive the termination of this Agreement.

9. CONTACTS WITH THIRD PARTIES:

- 9.1. Except as in the performance of Services under this Agreement, Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person, other than an insured, a claimant, a reinsurer or for routine regulatory inquiries, requesting information or requiring testimony relative to the

Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.

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

10. SBE/ DBE UTILIZATION:

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

11. AUDIT/RECORDS:

- 11.1.** The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of six years following termination of the Agreement.
- 11.2.** If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate invoices, and the City's associated cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.
- 11.3.** Before providing any information under this Section, the City shall consult with the Contractor regarding the disclosure or inspection process, including but not limited to the scope of the disclosure or inspection, in order to ensure sufficient scope for the City's assessment permitted per the subsection above and to limit the scope thereto, and any additional confidentiality and privacy provisions pertaining to the information to be obtained or disclosed, including any provisions required by law.

12. COMPLIANCE WITH LAWS:

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

13. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in *EXHIBIT A*

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

14. NO ORAL ALTERATIONS:

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

15. NOTICES:

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

If to Contractor:

Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Telephone: 480-577-0949
Tim@interimpublicmanagement.com

If to City:

Adriana Phillips, Procurement Officer
City of Phoenix Human Resources Department
251 W Washington St, 7th Floor
Phoenix, Arizona 85003
Telephone: (602) 534-1676
Adriana.phillips@phoenix.gov

15.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the second day after its deposit with any commercial air courier or express delivery service; or (4) five business days

after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

- 15.3.** Notices sent by e-mail 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 transmission.

16. INTEGRATION:

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

17. GOVERNING LAW; FORUM; VENUE:

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

18. FISCAL YEAR CLAUSE:

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

19. TERMINATION OR SUSPENSION OF SERVICES:

19.1. City's Right to Terminate:

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

- 19.1.1. Discontinue advancing the work in progress, or such part that is described in the notice.
- 19.1.2. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, for the City pursuant to the terms of the Agreement,

together with all unused materials supplied by the City.

19.1.3. Appraise the work it has completed and submit its appraisal to the City for evaluation.

19.1.4. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

19.1.5. This Agreement shall be coterminous with the underlying insurance policy(ies) issued by the Contractor to the City.

19.2. Contractor's Right to Terminate:

Contractor reserves the right to terminate this Agreement without cause by providing 60-day advanced written notice to the City. Contractor, however, agrees it will continue to honor any executed Schedule(s) of Engagement. In addition, Contractor agrees to honor any pending but not yet executed Schedule(s) of Engagement expected to begin within 30 days after City's receipt of Contractor's written notice of intent to terminate.

20. FINAL PAYMENT:

20.1. PAYMENT: The City will make final payment for all Services performed and accepted within 45 days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement, as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.

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

21. PROFESSIONAL COMPETENCY:

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

21.2. LEVEL OF CARE AND SKILL: Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the

same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

22. SPECIFIC PERFORMANCE:

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

23. FORCE MAJEURE:

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

24. DOCUMENTATION:

24.1. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, the City may request from the Contractor and the Contractor will provide to the City its entire file related to this Agreement, except that information collected directly by the Contractor independent of the City. Contractor may retain a copy of the information provided to the City.

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

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

24.4. SUBMITTALS: Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such

become available to the City for review.

25. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION:

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

26. CONFLICTS OF INTEREST:

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

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

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

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

27. PUBLIC RECORDS:

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

27.2. In the event City receives a request for disclosure that is reasonably calculated

to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

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

28. CLAIMS OR DEMANDS AGAINST THE CITY:

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

29. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

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

30. CONTINUATION DURING DISPUTES:

- 30.1.** Contractor agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement, each party

will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

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

31. THIRD PARTY BENEFICIARY CLAUSE:

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

32. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

32.1. In order to do business with the city, contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity requirements. Contractor will direct any questions in regard to these requirements to the equal opportunity department, (602) 262-6790.

32.2. For a contractor with 35 employees or fewer: contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts related to this agreement and entered into after the Effective Date that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

32.3. For a contractor with more than 35 employees: Contractor in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or

transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because 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.

32.4. DOCUMENTATION: Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

32.5. 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, provided that any information gathered for any such review may be used for such purpose only.

33. CONTRACT INTERPRETATION:

33.1. APPLICABLE LAW:

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

33.2. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:

33.2.1. Professional Services Agreement Standard Terms and Conditions

33.2.2. Exhibit E Supplemental Terms and Conditions

33.2.3. Exhibit C and D Insurance and Indemnification Terms and Insurance Certificate

33.2.4. Exhibit A Scope of Work

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

33.4. PAROL EVIDENCE: This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a

course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

34. MISCELLANEOUS

- 34.1. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the agreement are considered to be City's employees and that no rights of City civil services, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect there.
- 34.2. COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 34.3. FACSIMILE OR ELECTRONIC SIGNATURES.** Either or all parties may execute this Agreement by facsimile or other scanned or electronic signature, and any such facsimile or other scanned or electronic signature shall be deemed an original signature.
- 34.4. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

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: 
Lori Bays (Jan 8, 2021 14:42 MST)

Name: Lori Bays
Title: Human Resources Director



ATTEST:


City Clerk

Date: Jan 18, 2021

APPROVED AS TO FORM,
CRIS MEYER, City Attorney



By: 
Heidi E. Gilbert (Jan 13, 2021 21:00 MST)
Heidi Gilbert
Assistant Chief Counsel 
MLW

INTERIM PUBLIC MANAGEMENT, LLC
a State limited liability company

By: 
Tim Pickering (Jan 8, 2021 14:19 MST)

Name: Tim Pickering
Title: President & CEO

EXHIBIT A – SCOPE OF WORK

1. INTRODUCTION

The City of Phoenix is centrally located in Maricopa County near the geographic center of Arizona. It is the capital and the most populous city in Arizona (over 1.6 million) and the fifth largest city in the United States. The City employs a workforce of over 14,000 employees. Most the workforce is represented by five labor unions and two associations.

2. OBJECTIVES

The Contractor will provide various Professional Executive Director Level Consulting Services Contractor(s) (“Interim Executives”) for the City of Phoenix on an as needed basis. This generally occurs when an interim executive is needed while a recruitment process occurs to fill the role on an ongoing basis.

The Contractor will initiate a search for a given new Services request upon receipt from the City of a signed Retainer Letter. The City will review the recommendations and issue a Schedule of Engagement to request Interim Executive services from the Contractor. The Contractor will complete the contracted scope of work under the general direction of the City Manager and/or designated City staff.

3. RETAINER LETTER AND SCHEDULE OF ENGAGEMENT

Each new assignment of Services will require a Retainer Letter and a Schedule of Engagement.

3.1 Retainer Letter

The Retainer Letter is drafted by the Contractor and signed by the City after a City executive representative requests the initial search from the Contractor. The Retainer Letter serves as the official request by the City to begin a search and provide recommendations of Interim Executives to the City. This letter must include the following:

- Date of City’s request
- Name of City Executive Representative
- Number of confidential resumes that will be provided by Contractor
- Date the City will receive the resumes
- Applicable fees included in Exhibit B – Fee Schedule

3.2 Schedule of Engagement

The Schedule of Engagement is prepared and signed by the City and Contractor when the City desires to proceed with Interim Executive services

from the Contractor and must include the following:

- Effective Date of Schedule of Engagement
- Contractor's Name
- Description of Services
- Expected Commencement Date for Assignment
- Expected Services Performance (days per week)
- Applicable fees included in Exhibit B – Fee Schedule

4. INFORMATION MEETINGS

Contractor shall meet routinely with the City Manager and/or designated City staff to explain tasks to be performed and provide regular updates. Contractor may be required to communicate or meet with other public officials. The Contractor and City shall work together to establish a regular and routine update strategy to facilitate communication throughout the course of the project.

5. INTERIM EXECUTIVE REQUIREMENTS

Assignments of Interim Executives shall be subject to the City's review and recommendation. Interim Executives assigned by Contractor to perform the Services required by the Agreement shall have appropriate expertise and experience, and be actively engaged in completion of the tasks assigned by the City Manager.

EXHIBIT B – FEE SCHEDULE

1. RATES FOR SERVICES ENGAGEMENTS

Following are full-time labor rates for Interim Executives providing Services hereunder, not including travel expenses which are to be charged separately:

Level	Description of Position/Area of Expertise	Hourly Rate (for reference only)/Weekly Billing Rate				
		Year 1	Year 2	Year 3	Year 4	Year 5
		7/1/2020 – 6/30/2021	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
Department Director	Human Resources, Finance, Economic Development, Police, Fire Chief, Development Services, Parks and Rec, City Clerk, IT Director, Non-Stamping Engineer, Assistant City Manager, Community Services, Planning, Library and Zoning Administrator	\$120/\$4,814	\$126/\$5,031	\$131/\$5,257	\$137/\$5,494	\$144/\$5,741
Other Professionals	Building Official, Public Information Officer, Procurement Officer, Planner, Risk Manager and Facilities Manager	\$110/\$4,381	\$114/\$4,578	\$120/\$4,784	\$125/\$4,999	\$131/\$5,224

2. HIRING CHARGES

Contractor hereby agrees that the City is freely entitled, without payment of any resulting fee to Contractor, to hire, employ, contract for or engage for the performance of services for or for the benefit of the City other than through Contractor (“Direct Hire”) any Interim Executive that has been presented or provided by Contractor to provide Services to the City under this Agreement or any Schedule of Engagement, provided such Direct Hire occurs at least one year after the later of the presentment of such Contractor-Sourced Executive to the City or the conclusion of Services provided to the City by such Contractor-Sourced Executive through Contractor.

If at any time within one year after the later of the presentment of a given Contractor-Sourced Executive to the City or the conclusion of Services provided by such Contractor-Sourced Executive through Contractor, City Direct Hires such Contractor-Sourced Executive, on each such occasion the City hereby agrees to pay Contractor a Hiring Charge equal to 20.8% of the annualized salary, fees or other compensation to be paid to or for the benefit of such Contractor-Sourced Executive for such employment or engagement, payable to Contractor upon the commencement of such Contractor-

Sourced Executive's work for the City.

3. RETAINER FEES

The Contractor will initiate a search for a given new interim Services request upon receipt from the City of a signed "Retainer Letter." The parties intend that each such search will meet the following requirements, unless otherwise agreed in writing:

- Up to three confidential interim resumes provided for City consideration, no later than 15 business days from the date both parties have signed the retainer letter;
- Access to 200+ pre-qualified and vetted interim department directors and associates, all under confidentiality agreements; and
- Handling of all call-ins and external referrals of potential interims (which eliminates the City's staff time and allows for a coordinated effort, background searches and vets potential candidates) and related contract administration.

The City hereby agrees to pay a "Retainer Fee" of \$1,500 (or such other Retainer Fee amount as may be agreed in the relevant Retainer Letter) for each such search, payable on net 45 day payment terms. The Retainer Fee for a given search will be credited to the City if Contractor ultimately is engaged to provide the contemplated Services.

EXHIBIT C - INDEMNIFICATION & INSURANCE REQUIREMENTS

1. INDEMNIFICATION CLAUSE:

Contractor (“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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Contract. This indemnity includes any Claims arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of 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 Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

3. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

3.1. Commercial General Liability

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 Contractor.”

3.2 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 contractor or subcontractor is exempt under A.R.S. 23-902(E), AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3.3 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, Contractor 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.

4. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

4.1. 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 Contractor even if those limits of liability are in excess of those required by this Contract.

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

5. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **Adriana Phillips Human Resources Department, adriana.phillips@phoenix.gov, 251 W Washington Street, 7th Floor. Phoenix, AZ 85003.**

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

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

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

All certificates required by this Contract must be sent directly to **Adriana Phillips, adriana.phillips@phoenix.gov, Human Resources Department, 251 W Washington Street, 7th Floor. Phoenix, AZ 85003.** 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.**

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

9. 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.

EXHIBIT D - CONSULTANT'S INSURANCE CERTIFICATE

Consultant's Insurance Certificate in the page to follow.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	CONTACT NAME: Lacey Agee PHONE (A/C, No, Ext): (714)221-1800 FAX (A/C, No): (714)221-4196 E-MAIL ADDRESS: lagee@bbsocal.com														
INSURED Interim Public Management LLC 16868 N Stoneridge Ct Fountain Hills AZ 85268	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: AMCO Insurance Company</td> <td>19100A</td> </tr> <tr> <td>INSURER C: Sentinel Insurance Company Ltd</td> <td>11000</td> </tr> <tr> <td>INSURER D: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: AMCO Insurance Company	19100A	INSURER C: Sentinel Insurance Company Ltd	11000	INSURER D: Continental Casualty Company	20443	INSURER E:		INSURER F:	
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INSURER D: Continental Casualty Company	20443														
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 20/21 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PRA931461606	03/12/2020	03/02/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ACPBA3066502540	03/02/2020	03/02/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	72WCEPK9715	11/30/2019	11/30/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Each Claim: \$1,000,000 Aggregate: \$1,000,000
D	Professional Liability			596437978	03/02/2020	03/02/2021	Deductible: \$5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The City of Phoenix, Human Resources Department, its agents, representatives, employees, and subconsultants are named as Additional Insured as respects to General Liability and Auto Liability in regards to the operations of the Named Insured per ends CG 2026 (04/13) and AC 7005 (03/16). GL Primary and Non-Contributory wording applies per endt U-GL-1327-B CW (04/13). GL Waiver of Subrogation wording applies per endt CG 2404 (05/09).

CERTIFICATE HOLDER City of Phoenix, Human Resources Department Attn: Adriana Phillips 251 W. Washington Street 7th Floor Phoenix AZ 85003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT E - SUPPLEMENTAL TERMS AND CONDITIONS

1. NON-ASSIGNABILITY:

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

2. TITLE:

All documents including but not limited to artwork, copy, posters, billboards, photographs, video tapes, audio tapes, systems designs, drawings, estimates, field notes, investigations, software, reports, diagrams, surveys, analyses, studies or any other original works of authorship created by Contractor specifically and exclusively for the City 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 Contractor 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. Contractor agrees to cooperate and execute additional documents reasonably necessary to conform to its obligations under this paragraph.

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

3. CONTRACT WORKER ACCESS CONTROLS

3.1 Contractor and Subcontractor Workers Background Screening:

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

3.2 Background Screening Risk Level: The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens. But, the current risk level and background screening required for this Agreement is **STANDARD RISK LEVEL**.

3.3 Standard Risk Level: A standard risk background screening will be performed when the Contract Worker’s work assignment will:

3.3.1 require a badge or key for access to City facilities; or

- 3.3.2 allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
 - 3.3.3 allow unescorted access to City facilities during normal and non-business hours.
- 3.4 Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.
- 3.5 Contractor Certification; City Approval of Background Screening:**
- 3.5.1** Unless otherwise provided for in the Scope, Contractor will be responsible for:
 - 3.5.1.1** determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 - 3.5.1.2** for reviewing the results of the background check every five years; and,
 - 3.5.1.3** to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - 3.5.1.4** Submitting the list of qualified Contract Workers to the contracting department.
 - 3.5.2** For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
 - 3.5.3** By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.
- 3.6 Terms of This Section Applicable to all Contractor's Contracts and Subcontracts:** As to any contract entered after the Effective Date of this Agreement, Contractor will include Contract Worker background screening in all contracts and subcontracts for Services furnished under this Agreement.
- 3.7 Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this

agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

3.8 Continuing Duty; Audit: Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's record

3.9 Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach: If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

3.9.1 Contract Worker inappropriately gains access to a City facility(s) without the proper badge or key;

3.9.2 Contract Worker uses a badge or key of another to gain access to a City facility;

3.9.3 Contract Worker commences services under this agreement without the proper badge, key or background screening;

3.9.4 Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or

3.9.5 Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.

3.9.6 Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and

making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

3.10 Employee Identification and Access:

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

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

3.10.3 Unless otherwise provided for in the scope of work:

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

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

3.11 Key Access Procedures: If the Contractor Worker's services require keyed access to enter a City facility (ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

3.12 Stolen or Lost Badges or Keys: Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

3.13 Return of Badge or Key: All badges and keys are the property of the City and must be returned to the City at the badging office within one business day

(excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation or expiration of this agreement.

3.14 Badge and Key Fees: The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

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



**CITY OF PHOENIX
Human Resources Department**

**REQUEST FOR QUALIFICATIONS (RFQu)
RFQu HR 20-112**

Interim Executives

**DEADLINE FOR RECEIVING
STATEMENT OF QUALIFICATIONS (SOQ)**

June 2, 2020 by 2:00 p.m. Arizona Time
Electronic Submittals Only
Email Procurement Officer for Instructions

CONTACT PERSON

Adriana Phillips, Procurement Officer
City of Phoenix, Human Resources Department
251 W. Washington Street, 7th Floor
Telephone: (602) 534-1676 (7-1-1 Friendly)
adriana.phillips@phoenix.gov

Date posted on website (issue Date): May 15, 2020



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SECTION I - INSTRUCTIONS

Please read before continuing to the Offer document. This list may not include every requirement; the purpose is to assist Offerors, but Offerors are expected to read and comply with the entire Solicitation.

OFFEROR'S CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required descriptive literature.
- If required, checked and included the amount of the Offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the Offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the Solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the Solicitation number, Solicitation title and the Offer opening date.

Mail the response timely – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I - INSTRUCTIONS

CITY OF PHOENIX

1. DESCRIPTION – STATEMENT OF NEED:

1.1. The City of Phoenix invites sealed Offers for **Interim Executives** for a **five-year** period commencing on or about **July 1, 2020**, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, or upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

1.2. This Solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

1.3. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

2. CITY’S OFFEROR SELF-REGISTRATION AND NOTIFICATION:

Offeror’s must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any Offer from an Offeror who has not registered.

3. SCHEDULE OF EVENTS:

ACTIVITY (All times are local Phoenix time)	DATE
Solicitation Issue Date	May 15, 2020
Written Inquiries Due Date	May 21, 2020 by 2:00 p.m.
Email Procurement Officer indicating intent to submit a Statement of Qualifications	May 28, 2020 by 2:00 p.m.
Offer Due Date	June 2, 2020 at 2:00 p.m.

The City reserves the right to change dates and/or locations as necessary, and the City does not always hold a Pre-Offer Conference or Site visit.

4. PREPARATION OF OFFER:

4.1. All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Solicitation Disclosure form must be included or your Offer may be deemed non-responsive.

4.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No Offer will be altered, amended or withdrawn after the specified Offer due date and time. The City is not responsible for Offeror’s errors or omissions.

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

4.4. It is the responsibility of all Offerors to examine the entire Solicitation and seek clarification of any requirement that may not be clear and to check all



SECTION I - INSTRUCTIONS

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responses for accuracy before submitting an Offer. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- 4.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- 4.4.2. Study and carefully correlate Offeror's knowledge and observations with the Solicitation and other related data.
- 4.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the Solicitation and other related documents.
- 4.4.4. 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 Offeror is responsible for all costs incurred in responding to this Solicitation. All materials and documents submitted in response to this Solicitation become the property of the City and will not be returned.
- 4.4.5. Offerors are reminded that the specifications stated in the Solicitation are the minimum level required and that Offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this Solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 4.4.6. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- 4.4.7. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

5. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA:

Interested Offerors may download the complete Solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. Any interested offerors without internet access may obtain this Solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix Human Resources Department, 251 W. Washington Street, 7th Floor, Phoenix, AZ. It is the Offeror's responsibility to



SECTION I - INSTRUCTIONS

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check the website throughout the entire Solicitation period up to city council award, read the entire Solicitation, and verify all required information is submitted with its Offer.

6. EXCEPTIONS:

Offeror must not take any exceptions to any terms, conditions or material requirements of this Solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the Solicitation. The City encourages Offerors to send inquiries to the procurement officer rather than including exceptions in their Offer as explained in Inquiries.

7. INQUIRIES:

All questions that arise relating to this Solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff or City Council from date of distribution of this Solicitation until after City Council awards the contract. All questions concerning or issues related to this Solicitation must be presented **in writing**.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

8. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this Solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal, or the Offer may be considered non-responsive.

9. BUSINESS IN ARIZONA:

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

10. LICENSES:

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

11. CERTIFICATION:

By signature in the Offer section of the Offer and Acceptance page(s), Offeror



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certifies:

- 11.1. The submission of the Offer did not involve collusion or other anti-competitive practices.
- 11.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 11.3. The Offeror 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:

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late Offers will not be considered. The prevailing clock will be the City Department's clock.

Given the recent events regarding COVID-19 (Coronavirus) and the resulting adjustments being made in businesses and communities around the United States, the City of Phoenix will ONLY accept Offers electronically. No hardcopies will be accepted.

To submit Statement of Qualifications, Offerors must send an email to the Procurement Officer at least two days prior to the Due Date, indicating the Offeror's intent to submit a Statement of Qualifications. The Procurement Officer will send an invitation to the Offeror which will include submittal instructions.

The following information should be noted in the email to the Procurement Officer:

- 12.1. Offeror's Name
- 12.2. Offeror's Address (as shown on the Certification Page)
- 12.3. Solicitation Number
- 12.4. Solicitation Title
- 12.5. Offer Opening Date

All Offers must be completed in ink or typewritten.

13. WITHDRAWAL OF OFFER:

At any time prior to the Solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative.

14. OFFER RESULTS:

Offers will be opened on the Offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the Solicitation will



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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.

The City will post a preliminary Offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the Offer opening. The City will post the information on the preliminary tabulation as it was read during the Offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the Offers, the City will post an award recommendation on the website. The City will not provide any further notification to unsuccessful Offerors.

15. SPECIAL REQUIREMENTS:

In order for a Solicitation response to be considered, the Offeror shall comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions in regard to these requirements shall be directed to the Equal Opportunity Department, (602) 262-6790.

16. QUALIFICATION CRITERIA:

Statement of Qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes:

- 16.1. At least five (5) years in business
- 16.2. At least three (3) years of experience providing these services to government agencies
- 16.3. At least two (2) years of experience providing these services for an organization with 14,000+ employees

17. CONTENT OF RESPONSE

The Offerors' response will include the following:

- Tab 1** Statement of Qualifications, including Company information, History, Experience, and current workload capacity. Include the following:
- a. Years in business
 - b. Years of experience providing these services to government agencies
 - c. Years of experience providing these services for an organization with 14,000+ employees
- Tab 2** Names and Resumes of key personnel who may be assigned to this contract (resumes shall be no more than 2 pages).
- Tab 3** Pricing - Preferably per hour fee.
- Tab 4** Offeror's service offerings (See also Section V, Scope of Work)
- Tab 5** Documentation of Offeror's commitment to Equal Employment Opportunity.



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- Tab 7** List of current business references – Minimum of 3 from organizations similar to the City of Phoenix.
- Tab 8** Section VI, Submittals (pages 39-48)
- Tab 9** Signed Addenda (s), if any

18. EVALUATION AND SELECTION:

- 18.1** After evaluating all submissions, the City may ask some or all the firms that submitted a response to participate in interviews. Upon completion of the evaluation process, the City may assign a detailed scope of work to the selected candidate and negotiate fees for services.
- 18.2** Solicitation responses should be concise, well-organized per the requested information, clearly written and limited to no more than 25 pages, double sided, including resumes. The review process places considerable emphasis on the responsiveness of the Solicitation response to the requirements outlined above. Solicitation responses that are not written specifically in response to this request cannot receive serious consideration.
- 18.3** All Offers will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.
- 18.4** The firms under consideration for this Solicitation, will be evaluated by an evaluation committee. The City reserves the right to request supplemental information that the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals or professionals from other City departments who can provide additional expertise.

19. AGREEMENT:

- 19.1.** The City will require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this Solicitation.
- 19.2.** The language contained in this Solicitation and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this Solicitation does not commit the City to enter a Contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

20. AWARD OF CONTRACT

Unless otherwise indicated, award(s) will be made to the most responsive,



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responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this Solicitation and who have demonstrated the ability to perform in an acceptable manner.

Factors that may be considered by the City include:

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

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.

A response to a Solicitation is an Offer to contract with the City based upon the terms, conditions, and specifications contained in the City's Solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, which may eliminate a formal signing of a separate contract.

21. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

The City reserves the right to disqualify any Offeror based on 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 Offeror submitting an Offer herein 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 of Phoenix or any court.

22. SOLICITATION TRANSPARENCY POLICY:

- 22.1.** Commencing on the date and time a Solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the Solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the Solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all Offers or responses are rejected and the Solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar Solicitation.



SECTION I - INSTRUCTIONS

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- 22.2.** 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.
- 22.3.** Offerors may discuss their Offer or the Solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 22.4.** With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 22.5.** 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.
- 22.6.** "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will 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.

23. PROTEST PROCESS:

- 23.1.** Offeror 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.
- 23.2.** Therefore, unless otherwise notified by a formal amendment, the Protester



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must adhere to all Solicitation dates and deadlines, including timely filing of an Offer, regardless of filing a protest.

- 23.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 23.4.** Offeror may protest an award recommendation if the Offeror 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 on the City's website to award the contract(s) to an Offeror(s). Offeror 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.
- 23.5.** All protests will be in writing, filed with the Procurement Officer identified in the Solicitation and include the following:
- 23.5.1. Identification of the Solicitation number;
 - 23.5.2. The name, address and telephone number of the protester;
 - 23.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 23.5.4. The form of relief requested; and
 - 23.5.5. The signature of the protester or its authorized representative.
- 23.6.** 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 any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

24. PUBLIC RECORD:

All Offers submitted in response to this Solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror 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



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the Offerors 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 the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror 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.

25. LATE OFFERS:

Late Offers shall 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 Offeror that its Offer was disqualified for being late.

26. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror 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 Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror 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 Offeror 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 Offeror.

27. 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. Placement on a list is not a guarantee of work.

28. EVALUATION OF COMPETITIVE SEALED OFFERS:

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

29. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

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

29.2. Responsiveness: Nonresponsive Offers will not be considered in the



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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.

- 29.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.
- 29.4.** Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, financial ability, and facilities for conducting the work to be performed.
- 29.5.** The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's 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.
- 29.6.** The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.



SECTION II – STANDARD TERMS AND CONDITIONS

DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

- Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
- Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the Offer without the information.
- May:** Indicates something that is not mandatory but permissible.

For purposes of this Solicitation, the following definitions will apply:

- “A.R.S.”** Arizona Revised Statute
- “Buyer” or “Procurement Officer”** City of Phoenix staff person responsible for the Solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
- "City"** The City of Phoenix
- "Contractor"** The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract" or "Agreement"** The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- “Days”** Means calendar days unless otherwise specified.
- “Deputy Finance Director”** The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.



“Employer”	Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).
“Offer”	Means a response from a supplier, contractor or service provider to a Solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.
“Offeror”	Any Vendor, Seller or Supplier submitting a competitive Offer in response to a Solicitation from the City. Same as Bidder or Proposer.
“Solicitation”	Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.
“Suppliers”	Firms, entities or individuals furnishing goods or services to the City.
“Vendor or Seller”	A seller of goods or services.

2. CONTRACT INTERPRETATION:

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



- 2.2. CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
- 2.2.1. Special terms and conditions
 - 2.2.2. Standard terms and conditions
 - 2.2.3. Insurance and Indemnification
 - 2.2.4. Amendments
 - 2.2.5. Statement or scope of work and Fee Schedule
 - 2.2.6. Instructions to Contractors
 - 2.2.7. Other documents referenced or included in the Solicitation
- 2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- 2.4. SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 2.5. NON-WAIVER OF LIABILITY:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 2.6. PAROL EVIDENCE:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or



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

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Offeror has in place.

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

Any contractor, in performing under this Contract, will 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 supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and 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 will 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 supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

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



For a Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

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



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

3.4.4 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.

3.4. LEGAL WORKER REQUIREMENTS: The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

3.4.1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

3.4.2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.5. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS: The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City.

At the request of City representatives, the Contractor will provide the City:

3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract

3.5.2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.

The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the



right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor’s facilities (during normal business hours).

- 3.6. COMPLIANCE WITH LAWS:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor’s business records, including personnel records to verify any such compliance.

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

- 3.7. 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 Offeror. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

- 3.8. CONTINUATION DURING DISPUTES:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- 3.9. EMERGENCY PURCHASES:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4. COSTS AND PAYMENTS:

- 4.1. GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute



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exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Offeror recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Offeror and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.



4.8. F.O.B. POINT: All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this Solicitation.

5. CONTRACT CHANGES:

5.1. CONTRACT AMENDMENTS: Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

5.2. ASSIGNMENT - DELEGATION: No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

5.3. NON-EXCLUSIVE CONTRACT: Any contract resulting from this Solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

6. RISK OF LOSS AND LIABILITY:

6.1. TITLE AND RISK OF LOSS: The title and risk of loss of material or service will not pass to the City until the City receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.

6.2. ACCEPTANCE: All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.

6.3. FORCE MAJEURE: Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or



negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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

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

6.5. CONTRACT PERFORMANCE: Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

6.6. DAMAGE TO CITY PROPERTY: Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City.



Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

7. CITY'S CONTRACTUAL RIGHTS:

- 7.1.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.
- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the Agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the Agreement as a whole.
- 7.4. ON TIME DELIVERY:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 7.5. DEFAULT:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 7.6. COVENANT AGAINST CONTINGENT FEES:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.



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

7.8. WORK PRODUCT, EQUIPMENT AND MATERIALS: All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City’s request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are “works for hire” within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

8. CONTRACT TERMINATION:

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

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

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

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

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



- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Offeror that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or Offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in a offer price.



10. TAX INDEMNIFICATION:

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

11. TAX RESPONSIBILITY QUALIFICATION:

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.



SECTION III – SPECIAL TERMS & CONDITIONS

- 1. PRICE:** All prices submitted shall be firm and fixed for the initial five (5) year(s) of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 30 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Deputy Finance Director or Department Director are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Deputy Finance Director or Department Director.

- 2. METHOD OF ORDERING:** Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.
- 3. METHOD OF INVOICING:** Invoice must be emailed in .pdf format to invoices@phoenix.gov and must include the following:
 - City purchase order number or shopping cart number
 - Items listed individually by the written description and part number.
 - Unit price, extended and totaled.
 - Quantity ordered, back ordered, and shipped.
 - Applicable tax
 - Invoice number and date.
 - Delivery address.
 - Payment terms.
 - FOB terms.
 - Remit to address
- 4. METHOD OF PAYMENT:** Contractor will be paid after services have been rendered.
- 5. PARTIAL PAYMENTS:** Partial payments are not authorized on individual purchase orders. Payment will be made upon final delivery and acceptance of all goods and services on the purchase order.



6. **SUPPLIER PROFILE CHANGES:** It is the responsibility of the Contractor to promptly update their profile in procurePHX at www.phoenix.gov/procure. If Contractor’s legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.
7. **ESTIMATED QUANTITIES OR DOLLAR AMOUNTS (REQUIREMENTS CONTRACTS ONLY):** Quantities and dollar amounts listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this Agreement, as determined by actual needs and availability or appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement for the contract period,
8. **AUTHORIZED CHANGES:** The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) place of delivery; (c) time of delivery; and/or (d) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within thirty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Deputy Finance Director or Department Director prior to the institution of the change.
9. **SUSPENSIONS OF WORK:** The Procurement Officer and the project manager reserve the right to suspend work wholly or in part if deemed necessary for the best interest of the City. This suspension will be without compensation to the Contractor, other than to adjust the contract completion/delivery requirements.
10. **HOURS OF WORK:** All work under this contract shall be coordinated with the City’s project manager. Any changes to the established schedule must have prior written approval by the City’s project manager.
11. **POST AWARD CONFERENCE:** A post-award conference will be held by the Procurement Officer or project manager prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.
12. **PERFORMANCE INTERFERENCE:** Contractor shall notify the City’s department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

Department Contact: Adriana Phillips



Phone: (602) 534-1676

13. **COOPERATIVE AGREEMENT:** In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this Solicitation.

14. **ADVERTISING:** Contractor will not advertise or publish news releases concerning this Contract without the prior written consent of the Deputy Finance Director or Department Director, and the City will not unreasonably withhold permission.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the City of Phoenix and will not be used by the Contractor or any other person except with prior written permission by the City.
16. **STRICT PERFORMANCE:** Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
17. **LICENSES AND PERMITS:** Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
18. **DEMONSTRATION:** The City may, in its discretion, require a demonstration of the products or services offered as part of the evaluation process. The demonstration shall be provided by the Contractor at no cost to the City for the period deemed sufficient to properly evaluate the product or service. The exact time, conditions, and terms of the evaluation shall be established at the time a demonstration is requested.



19. **COMMUNICATION IN ENGLISH:** It is mandatory that the Contractor’s lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.
20. **CONTRACTOR ASSIGNMENTS:** The Contractor hereby agrees that any of its employees who may be assigned to a City site to satisfy obligations under this Contract shall be used exclusively for that purpose during the hours when they are working in areas covered by this contract and shall perform no work at other City facilities. If other services, in addition to or separate from, the services specified herein, may be deemed necessary by the Deputy Finance Director or Department Director or his authorized representative, the Contractor may be requested to perform the additional or special service.
21. **TRANSITION OF CONTRACT:** Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.
22. **BACKGROUND SCREENING:**
Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contract Worker(s)”) pursuant to this Agreement will be subject to background and security checks and screening (collectively “Background Screening”) at Contractor’s sole cost and expense, unless otherwise provided for in the scope of work. Contractor’s background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.
- **Background Screening Risk Level:** The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.
 - **Terms of This Section Applicable to all Contractor’s Contracts and Subcontracts:** Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.



- **Materiality of Background Screening Requirements; Indemnity:** The background screening requirements are material to City’s entry into this Agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this Agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor’s services under this Agreement or Contractor’s failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.
- **Continuing Duty; Audit:** Contractor’s obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor’s records.

23. BACKGROUND SCREENING – STANDARD RISK:

The current risk level and background screening required is **STANDARD RISK LEVEL**.

A standard risk background screening will be performed when the Contract Worker’s work assignment will:

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- allow unescorted access to City facilities during normal and non-business hours.

23.1. Requirements: The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire.

23.2. Contractor Certification; City Approval of Background Screening: Unless otherwise provided for in the Scope, Contractor will be responsible for:



- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
- for reviewing the results of the background check every five years; and,
- to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- Submitting the list of qualified Contract Workers to the contracting department.
- For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the Contract and for whom the requirements of the Agreement apply.
- By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

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

Contractor agrees to abide by all current applicable legal and industry data security and privacy requirements and to notify the City immediately if the scope of work changes or personal identifying information or information subject to Payment Card Industry Standards becomes part of the Agreement. Contractor agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.

A violation of this Section may result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.



SECTION IV – INSURANCE AND INDEMNIFICATION

1. INDEMNIFICATION CLAUSE:

Contractor (“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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors 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 Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by Contractor for the City. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

2. INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subconsultants. Contractor and subcontractors must maintain that insurance until all of 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 Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

3. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

3.1. 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 Contractor.”

3.2. 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 contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

3.3. 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, Contractor 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 years beginning at the time work under this Contract is completed.

4. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

4.1. 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 Contractor even if those limits of liability are in excess of those required by this Contract.



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

5. **NOTICE OF CANCELLATION:** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(Adriana Phillips, adriana.phillips@phoenix.gov)**.
6. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
7. **VERIFICATION OF COVERAGE:** Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract must be sent directly to **(Adriana Phillips, adriana.phillips@phoenix.gov)**. 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.**

8. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.
9. **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 – SCOPE OF WORK

1. INTRODUCTION

The City of Phoenix is centrally located in Maricopa County near the geographic center of Arizona. It is the capital and the most populous city in Arizona (over 1.6 million) and the fifth largest city in the United States. The City employs a workforce of over 14,000 employees. Most the workforce is represented by five labor unions and two associations.

2. OBJECTIVES

The Contractor will provide various Professional Executive Director Level Consulting Services Contractor(s) for the City of Phoenix on an as needed basis. This generally occurs when an interim executive is needed while a recruitment process occurs to fill the role on an ongoing basis. The Contractor will complete the contracted scope of work under the general direction of the City Manager and/or designated City staff.

3. CONTRACTOR’S MINIMUM QUALIFICATIONS

1. At least five (5) years in business.
2. At least three (3) years of experience providing these services to government agencies.
3. At least two (2) years of experience providing these services for an organization with 14,000+ employees.

4. INFORMATION MEETINGS

Contractor shall meet routinely with the City Manager and/or designated City staff to explain tasks to be performed and provide regular updates. Contractor may be required to communicate or meet with other public officials. The Contractor and City shall work together to establish a regular and routine update strategy to facilitate communication throughout the course of the project.

5. INTERIM EXECUTIVE REQUIREMENTS

Assignments of Interim Executives shall be subject to the City’s review and approval. Interim Executives assigned by Contactor to perform the Services required by the Agreement shall have appropriate expertise and experience, and be actively engaged in completion of the tasks assigned by the City Manager.



SECTION VI - SUBMITTALS

1. COPIES:

Please submit one electronic copy of the Submittal Section and all other required documentation.

1.1. Please submit only the Submittal Section, do not submit a copy of the entire Solicitation document. This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release Offer(s).

2. OFFER SUBMITTAL FORMAT:

The written Offer should be:

- 2.1. Typewritten for ease of evaluation;
- 2.2. Signed by an authorized representative of the Offeror;
- 2.3. Submitted with contact information for the individual(s) authorized to negotiate with the City;
- 2.4. Submitted with a table of contents and tabbed per the following major sections:

Tab 1 Statement of Qualifications, including Company information, History, Experience, and current workload capacity. Include the following:

- d. Years in business
- e. Years of experience providing these services to government agencies
- f. Years of experience providing these services for an organization with 14,000+ employees

Tab 2 Names and Resumes of key personnel who may be assigned to this contract (resumes shall be no more than 2 pages).

Tab 3 Pricing - Preferably per hour fee.

Tab 4 Offeror's service offerings (See also Section V, Scope of Work)

Tab 5 Documentation of Offeror's commitment to Equal Employment Opportunity.

Tab 7 List of current business references – Minimum of 3 from organizations similar to the City of Phoenix.

Tab 8 Section VI, Submittals (pages 39-48)

Tab 9 Signed Addenda (s), if any

3. COSTS AND PAYMENTS:

3.1 PAYMENT TERMS & OPTIONS: Offerors must choose an option, if a box is not checked, the City will **default to 0% - net 45 days:**



SECTION VI - SUBMITTALS

CITY OF PHOENIX

- Contractor Offers a prompt payment discount of either _____% - 30 days or 0% – 45 days - to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your Offer.**
- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the Offeror accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the Offeror will owe the City all costs. The Offeror may opt-out of the SUA program once, but then may not rejoin during the same contract term. **For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.**

4. EMERGENCY 24-HOUR SERVICE CONTACT:

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

5. REFERENCES:

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for: Interim Executives

Company Name _____

Address _____

Reference _____

Telephone Number _____



SECTION VI - SUBMITTALS

CITY OF PHOENIX

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

6. YEARS IN BUSINESS AND REFERENCES:

Contractor certifies that they have provided Interim Executives listed in this Solicitation for a period of at least five (5) years.

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service of Interim Executives.

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____



SECTION VI - SUBMITTALS

CITY OF PHOENIX

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

ACCEPTANCE OF OFFER



SECTION VI - SUBMITTALS

CITY OF PHOENIX

The Offer is hereby accepted.

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

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

CITY OF PHOENIX
A Municipal Corporation
Ed Zuercher, City Manager

Lori Bays, Human Resources Department (Or Designee)

_____ this ____ day of _____ 2020
City Clerk

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



SECTION VI - SUBMITTALS

CITY OF PHOENIX

OFFER

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

Arizona Sales Tax No. _____

Use Tax No. for Out-of State Suppliers _____

City of Phoenix Sales Tax No. _____

Arizona Corporation Commission File No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number
 Located at City's eProcurement website (see
 SECTION I – INSTRUCTIONS - CITY'S
 REGISTRATION)

Offeror has read, understands, and will fully and faithfully comply with this Solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

Printed Name and Title
(LLC, Inc., Sole Proprietor)

(Member, Manager, President)

Address _____

City, State and Zip Code _____

Telephone Number _____

Company's Fax Number _____

Company's Toll Free # _____

Email Address _____



SECTION VI - SUBMITTALS

CITY OF PHOENIX

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

1. Name of person submitting this disclosure form.

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

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 subcontractors on this Contract or indicate N/A.

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

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



SECTION VI - SUBMITTALS

CITY OF PHOENIX

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.



SECTION VI - SUBMITTALS

CITY OF PHOENIX

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

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

8. Acknowledgements

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

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

B. Fraud Prevention and Reporting Policy

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

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



SECTION VI - SUBMITTALS

CITY OF PHOENIX

a zero-tolerance policy regarding fraud.

OATH

I affirm that all statements contained in this Offer, including this form and any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the Contract, particularly as it relates to any changes in ownership, Applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



Interim Public Management, LLC
Response to
City of Phoenix, Arizona
Request For Qualifications (RFQu)

Solicitation # RFQu HR 20-112

**Interim Executives
for the City of Phoenix, Arizona**

Offer Opening Date: June 2, 2020



Prepared and Electronically Delivered by:
Tim Pickering, President & CEO

Interim Public Management, LLC
16868 North Stoneridge Court
Fountain Hills, Arizona 85268
Telephone: (480) 577-0949

Email: Tim@interimpublicmanagement.com
www.interimpublicmangement.com

Taking the uncertainty out of transition.™



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Tab 1

Statement of Qualifications, including Company information, History, Experience, and current workload capacity. Include the following:

- a. Years in business
- b. Years of experience providing these services to government agencies
- c. Years of experience providing these services for an organization with 10,000+ employees

Company Information, History, Experience, and current workload capacity:

Interim Public Management, LLC (IPM) is pleased to respond to this Request for Qualifications (RFQu). As set forth in Section I-15 Special Requirement, Section I-16 Qualification Criteria, and Section V – Scope of Work of the RFQu, IPM fully understands the products and services requested by the City of Phoenix and we are confident in our ability to fulfill these requirements. IPM's business focuses solely on providing interim department directors, officers, managers, administrators and similar professional executives to cities and counties, primarily in Arizona. We understand the needs of municipalities and the relationships that must be developed with municipal employees, as IPM's owner himself has served three municipalities as City Manager and another as Interim City Manager. IPM prides itself on always being ready for your call, with most calls answered immediately or returned within the hour.

IPM acts with urgency to serve our clients during critical times of leadership transition. IPM Associates bring proven quality and excellence to their interim leadership roles, as is needed during times of change. IPM Associates have years of experience performing the duties of the needed position for other Arizona public entities. With more than 250 Associates to choose from, IPM has the capacity to provide the City with the right resources for interim Executive staffing assignments, ready for deployment when needed.

The Associates on our team are pre-vetted and are exclusively contracted and dedicated to IPM, eliminating conflicts of interest. Every IPM Associate abides by the International City County Management Association's (ICMA) code of ethics, and each IPM Associate signs a confidentiality agreement to assure our clients' sensitive information is protected. IPM has had no litigation in its almost 10-year history, has a perfect safety record, and no master contracts with clients have ever been cancelled for cause.

IPM's process:

We perform a 40-question interview of our clients before almost every engagement to ensure we understand the need and provide the right fit for the position. The next step is signing a retainer letter for \$1,500 (credited back to the City if an IPM Associate is brought on), committing IPM resources to a prompt and thorough search for appropriate candidates and guaranteeing a deadline for the client to receive resumes. IPM then provides up to three resumes of qualified Arizona Associates for the City Manager or Department Director to interview, typically in a few days to a week and well within 15 business days. Importantly, IPM Associates are ready to start when the City needs them and can carry out the duties of the position typically for as long as the City needs



them. This is agreed by the candidate before the City ever interviews an IPM Associate, so no time is wasted interviewing an interim that can't or won't fulfill the duties.

Once the appropriate IPM Associate is determined, a short engagement Schedule is written and signed by both parties as an attachment to the master contract. The master agreement is entered into if IPM is fortunate to be selected by the City in the RFQu process and remains in place to support all engagements and Schedules over time.

IPM Associates are employees of IPM, not subcontractors, throughout the entire course of the engagement with the City, and IPM is responsible for workers compensation insurance, benefits and all payroll administration to name a few, for its employees. Also, IPM does not provide an experienced Associate to interview, only to let the real work be done by a junior Associate. The City gets the experienced professional they interviewed from the beginning to end of the engagement.

Large, small and medium-sized cities, as well as almost half of Arizona's 15 Counties, have used IPM services throughout the state. The following table conveys the experience and depth of IPM's bench to solve Phoenix's interim needs:

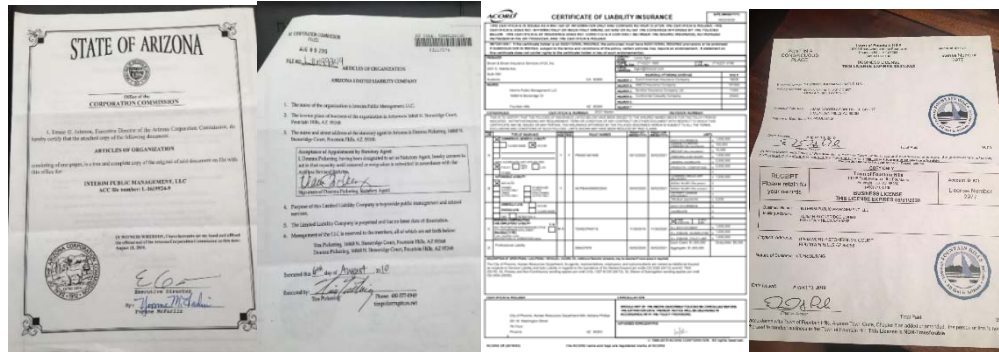
Role	Approx. Number of Exclusive IPM Associates Suitable for Role	Approx. Times IPM Provided Role to a Client Since 2014
City Engineer	9	3
Public Information Officer	9	3
Public Works Director	18	11
Senior Planner	9	8
Human Resource Directors	16	9
Economic Development Directors	7	8
Information Technology Directors	12	7
Parks and Recreation Directors	11	2
Public Safety Director, Police	22	4
Fire Chiefs	9	1
Finance Directors	13	24
City Clerk	9	5
City Managers	21	19
Assistant City Managers	9	4
Procurement Officers	3	3
Building Officials	5	2
Facilities Managers	5	2
Planning & Development Director	12	7
Community Neighborhood Services/Housing Director	5	3
Library Director	7	1
Zoning Administrator	9	2

Associates are added to our team on a regular basis. Our Associates are not available through other staffing companies, as we have exclusivity agreements in place with them; this eliminates the awkward situation of two companies trying to provide the same person. Finally IPM does not contract with Associates that are current municipal employees.



Years in business:

Incorporated in August of 2010 as an Arizona Limited Liability Corporation (LLC), in 2020 IPM is celebrating 10 years of providing interim executive staffing services to Arizona municipalities and counties. Below are IPM’s State of Arizona Articles of Organization, Town of Fountain Hills business license and draft Phoenix certificate of insurance. All IPM insurance carriers are duly licensed or authorized to do business in the state of Arizona and have an “A.M. Best” rating of not less than B+ VI.



Years of experience providing these services to government agencies:

IPM has been the leader in providing interim executive-level department directors, officers, administrators, and managers to Arizona’s municipalities for nearly 10 years. We have served Arizona municipalities and counties of all sizes, including the City of Phoenix. Over the life of the company, IPM has a perfect safety record, including complaints and investigations; one termination for convenience of an engagement schedule, which was related to the coronavirus and did not terminate the master agreement; no terminations for cause; and no litigation or lawsuits.

In addition to fulfilling staffing needs for cities and towns, IPM’s reach extends to counties, regional partnerships and authorities, and special taxing districts such as fire districts. Although we focus on providing services to Arizona municipalities, we have also provided interim services in the states of Colorado, Nevada and Missouri.

The following table reflects interim services provided to key Arizona cities and counties since 2014. IPM has provided well over 100 engagements during this timeframe:

Arizona City or County	Interim Positions Provided
City of Phoenix	Human Resources Director, Human Resources Consultant
City of Buckeye	Economic Development Director, Water Resources Director
City of Casa Grande	Police Director, Community Services Director, Finance Director
City of Chandler	Transportation and Development Director, Development Services Director
Coconino County	County Clerk, Parks and Recreation Manager, Parks and Recreation Director, Engineering Consultant, Audit Consultant, Grants Consultant and Planner
City of Flagstaff	Public Works Director, Prop 414 Administrator, Human Resources Director



Arizona City or County	Interim Positions Provided
City of Glendale	Human Resources Assistant, Public Works Director, Public Information Officer, Planning Director, Parks and Rec Director, Assistant City Manager, Deputy City Manager
Gila County	Human Resources Director, Finance Director
City of Goodyear	Development Services Director, Finance Director, Facilities Manager, Economic Development Director, Communications Manager, CIP Consultant, Senior Planning Manager, IT Director, Economic Development Project Manager
Lake Havasu City	Administrative Services Director, Fire Chief
City of Maricopa	Planner, Assistant Development Director, City Manager, IT Director, Community Services Director, Assistant to the City Manager, Development Services Director, Economic Development Director, and Finance Director
Navajo County	Human Resources Consultant, Planning and Zoning Administrator
Town of Oro Valley	IT Director, Human Resources Director, Finance Director, Human Resources Director
City of Scottsdale	Human Resources Consultant, Library Director
City of Surprise	Procurement Officer, Planning Consultant
City of Tucson	Finance Director
Yuma County	General Services Director

IPM’s clients continue to be exceedingly satisfied with our services. Here is a sample of quotes from our clients:

Goodyear, Arizona, 5/9/2020 – Wynette Reed, Dep. City Manager

“Tim and his employees understand the urgency and the need to fill empty positions quickly. I’ve always been satisfied with the speed of service and how easy they are to work with.”

Buckeye, Arizona, 12/9/2019 – James P. Shano, P.E., C.P.M, Assistant City Manager

“[IPM Associate] did an outstanding job for us and we eventually hired her for the permanent position. ... It was a pleasure to work with IPM. ... Great contract. ... Great experience with the process.”

Flagstaff, Arizona, 7/1/2012 – Margie Brown, Retired City Clerk

“IPM changed my life from Hell to Heaven with just a phone call.”

Chino Valley, Arizona, 2/25/2019 – Cecilia Gritman

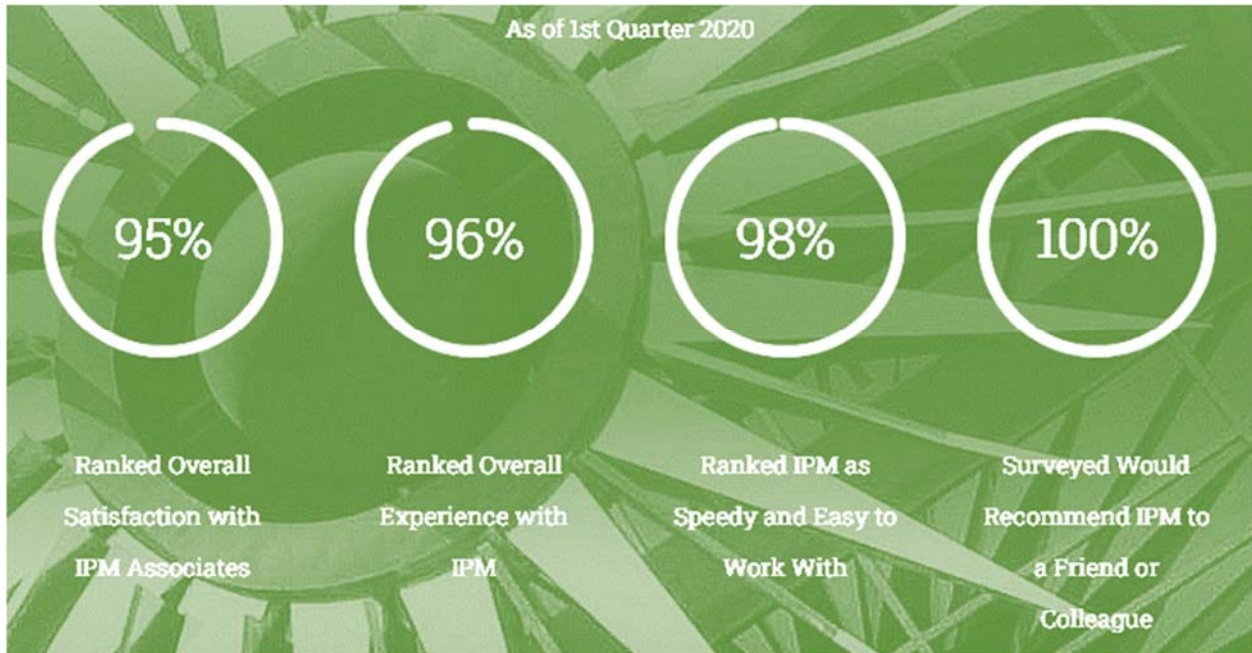
“[IPM Associate] did not act like an interim; he dug in and worked as an employee. ... Very quick to get us qualified applicants to interview and choose from.”

Sierra Vista Arizona, 1/14/2019 – Victoria Yarbrough, Assistant City Manager

“I can’t thank you enough for sending us [IPM Associate], and for being so great to work with. ... We had an interim ready to work with us so quickly it was before I expected, but exactly when I wanted! ... The process was so simple and straightforward, there were absolutely no issues, ever.”



IPM takes client feedback seriously: In 2016, we began conducting online surveys with clients for which engagements had just completed. Surveys help IPM assess our performance on a given engagement and assist us in determining if adjustments need to be made in any of our service areas. The results of our surveys from 2016 through 1st Quarter 2020 are as follows:



Years of experience providing these services for an organization with 10,000+ employees: IPM was a contract partner with the City of Phoenix for over two years from May 10, 2017 through July 1, 2019, to provide executive staffing services to the City (whose employee base exceeds 14,000). In 2017, IPM provided the City of Phoenix with an Interim HR Director and in 2018, the City requested that an IPM Associate serve in the capacity of an HR Consultant to assist with labor negotiations which lasted well into 2019. The City of Phoenix offered the following evaluation of those engagements:

“[IPM Associate] was fabulous. He was well respected by his executive peers, and union leaders found him to be very approachable, reliable, and trustworthy. He always took a reasoned approach. ... Consummate professional, very easy to work with. Added a lot to our team.”

Such comments are similar to the feedback we receive on an ongoing basis from our clients and illustrates the level of professionalism and expertise offered by our Associates and our company.

Over the last five years, IPM has also provided interim municipal executives to the Cities of Tucson, Scottsdale and Glendale, for example, and three of the more populated counties in Arizona. In addition, IPM recently has been retained by the State of Nevada’s Contractors Board to provide an interim Business Analyst. The State of Nevada has 17,733 FTE’s.

We pride ourselves in providing the right resource for the situation at hand. IPM has a successful working relationship with the City of Phoenix. It is our belief that upon completion of this RFQu process, you will find we are the best overall source for these services in the State of Arizona and



IPM Associates are experienced in Arizona municipal government operations, which is critical. This point cannot be stressed enough, as time cannot be wasted during interim assignments learning Arizona laws, requirements, regulations, revenues, funding sources and state agencies.

Capacity to Serve:

IPM has the capacity to provide interim department directors and other local government professionals to the City of Phoenix. We have 250 Associates that are available to work and are ready to serve. We can immediately handle most requests for executive interims that the City may have, and we have a strong network (over 3,200 people on our distribution list) within the State to locate new talent needed for new or multiple roles. Because we do not do organizational reports, headhunt, or perform management retreats, we have the capacity, availability and are able to focus on one thing: interims. Finally, because we have contracted with the City of Phoenix before, contract negotiation should be smooth, avoiding delays in filling the interim needs of the City.

Tab 2

Names and Resumes of Key Personnel Who may be Assigned to this Contract
(resumes shall be no more than 2 pages).

Please find below resumes for each of the company principals, all who will be assigned and work on the City of Phoenix contract:

- **Tim Pickering**, Owner, President & CEO – City and organization C-Level management for 20-plus years, Arizona Local Government Executive staffing 10-plus years;
- **Deanna Pickering**, Owner and General Counsel – Business and contracts law for 28 years; and
- **Gene Martel**, Senior Associate – IT Services and Government Manager nearly 40 years

TIM PICKERING

Arizona resident for over 18 years, with three decades of C-level management experience working for cities and founding and running local government executive staffing company.

EXPERIENCE

President and CEO, Interim Public Management, LLC, Arizona (August 2010 to Present)

Founder/owner of firm providing interim department directors and city managers to cities and counties and public organizations in Arizona. Developed business from idea stage to being Arizona’s largest local government executive staffing service with over 250 Associates.

President and CEO, Salt River Devco, Scottsdale, Arizona (April 2008 to March 2010)

Operated complex commercial development and asset management company owned by a Native American community that involved developing 108 acres under 65-year land leases, building offices and hotels, ensuring positive relations with all tenants, and obtaining project financing.



Town Manager, Fountain Hills, Arizona (September 2002 to November 2007)

Chief administrative officer of the government in Fountain Hills, overseeing. Fountain Hills had a 2007 operating and capital budget of \$31M. The position acted as the economic development director, chief financial officer and primary media contact. Served as a Board Member on Greater Phoenix Economic Council (GPEC) and Maricopa Association of Governments (MAG).

City Manager, Olivette, Missouri (January 1997 to May 2002)

Olivette is middle- to upper-class suburb in the St. Louis metropolitan region with a diversified, well-educated population and is home to a 7,500-employee industrial park.

Director of Economic Development, City of Collinsville, Illinois (October 1991 to January 1997)

Village Administrator, Village of Freeburg, Illinois (July 1990 to October 1991)

PROFESSIONAL INVOLVEMENT

- International City/County Management Association (ICMA) – member since 1989 and Credentialed Manager since program inception in 2002
- Arizona City Management Association – Board Member, 2004-2007
- Valley Leadership Board of Directors – 2010
- International Economic Development Council – member since 1998, CEcD since 1999

EDUCATION

MASTERS OF PUBLIC ADMINISTRATION

Southern Illinois University, Edwardsville, IL, March 1990

Emphasis: Municipal Administration, Economic Development

Honors: Dr. Leo Cohen Urban Management Award

BACHELOR OF SCIENCE DEGREE

Southern Illinois University, Carbondale, IL, May 1988

Major: Administration of Justice

Emphasis: General Business Administration, Political Science

CONTINUING EDUCATION AND LEADERSHIP PROGRAMS

VALLEY LEADERSHIP CLASS XXVI – September 2004 to June 2005

A yearlong leadership class that develops citizen leaders for the Phoenix region. Monthly classes emphasize a better understanding of the metropolitan area including art, homelessness and correctional programs.

HARVARD UNIVERSITY – July 2004

A month-long program for senior executives in state and local government held in Cambridge, Massachusetts and focusing on negotiations, crisis management and overall management principles.

ECONOMIC DEVELOPMENT INSTITUTE – April 1995, April 1996, April 1997

The University of Oklahoma's week-long immersion over a three-year period to learn all aspects of economic development, including marketing, financing and business attraction; held in Indianapolis and requiring a thesis for graduation. Precursor to becoming a Certified Economic Developer (CEcD).



DEANNA PICKERING

General Counsel with experience in public, private, tech, services, growth and exit settings. Responsive, diligent, and driven by customer success - external and internal. Comfortable working with executive leaders and outside stakeholders, as both a team member and a valuable resource. Pragmatic and practical. Excellent communications, analytical, and organizational skills, and a passion for increasing engagement and improving culture.

PROFESSIONAL EXPERIENCE

Vixxo Corporation

Scottsdale, Arizona
April 2018 to May 2020

**SVP General Counsel
Corporate Secretary**

Infusionsoft Software, Inc. (now known as Keap)

Chandler, Arizona
May 2014 to April 2018

**General Counsel
Corporate Secretary**

Interim Public Management, LLC

Fountain Hills, Arizona
August 2010 to present

General Counsel

Lumension Security, Inc. (now Ivanti)

Scottsdale, Arizona
August 2008 to May 2014

**Vice President, General Counsel
Corporate Secretary**

Pickering Law Office, PLLC

Fountain Hills, Arizona
August 2007 to August 2008

Managing Member

Direct Alliance Corporation

Tempe, Arizona
August 2004 to July 2007

**Director, Business Development Services
Corporate Counsel**

Insight Enterprises, Inc. (Insight)

Tempe, Arizona
May 1994 to August 2004

**Vice President, General Counsel
Corporate Secretary**

EDUCATION

UNIVERSITY OF TULSA COLLEGE OF LAW – Tulsa, Oklahoma; Juris Doctor, 1993

OKLAHOMA STATE UNIVERSITY – Stillwater, Oklahoma; Bachelor of Arts with Honors, 1990,
Political Science major



GENE F. MARTEL

Over 40 years of Information Technology and management experience in both the private and public sectors.

PROFESSIONAL EXPERIENCE

Interim Public Management, LLC
Fountain Hills, Arizona

Senior Associate
May 2013 to Present

Serves as IPM's Senior Associate. Involved in the day-to-day business operations of the company by determining strategy and processes, in addition to implementing activities for marketing, Information Technology (IT), administration and finance. Responsible for the recruitment of Associates for the company as well as maintaining relationships with the company's client base. Will also serve local municipalities in the capacity of Interim IT Director, CIO, and IT Consultant.

City of Globe
Globe, Arizona

IT Consultant
April 2018 - April 2019

Through IPM, served as a consultant to the City's Police Department and City Manager regarding Case Management, Radio Communications, and City-Wide Consolidated IT Services. This required extensive interactions with a multitude of stakeholders from both the private and public sectors and media, in addition to developing budgets, and making presentations to the City Council on matters relating to these initiatives.

City of Page
Page, Arizona

Interim IT Director
April 2018 - April 2019

Through IPM, served as the City of Page's Interim Information Technology (IT) Director. The purpose of the engagement was to provide interim coverage in the wake of their IT Director's retirement. Managed the day-to-day operations of the department in addition to assisting the City in assessing its IT needs, addressing and resolving pressing IT-related issues, and participating in the recruitment of a permanent Director.

City of Maricopa
Maricopa, Arizona

Interim CIO
Dec. 2013 – Sept. 2014

Through IPM, served as the City of Maricopa's Interim Chief Information Officer (CIO). The purpose of the engagement was to assist the City in restructuring its Information Technology (IT) department and to participate in the selection of a permanent CIO. Directives were to stabilize the infrastructure, reorganize staff, and begin implementation of recommendations outlined in an IT audit conducted earlier in 2013.

Town of Oro Valley
Oro Valley, Arizona

Interim Dir. of Tech.
May 2013 – Sept. 2013

Through IPM, served as the Town's Interim Director of Technology. The purpose of the assignment was to assist the Town in the transition of its Information Technology (IT) department. With full authority and accountability, the role assumed all duties and responsibilities of the permanent IT Director – including full participation on the Town's Executive Leadership Team.

State of Arizona – AZ Registrar of Contractors (ROC)
Phoenix, AZ

Assistant Director
June 2006 – Jan. 2012



Directed approximately 11 in-house staff and provided oversight and direction to several vendors that provided supplemental technology services to the agency. During the period from August 2009 through October of 2010, in addition to the oversight role of the Technology division, provided oversight for the agency's Licensing and Compliance divisions overseeing approximately 80 total staff.

**State of Arizona – Govt. Information Tech. Agency
Phoenix, AZ**

**Digital Govt. Svcs. Mgr.
Oct. 2000 – June 2006**

Responsible for the implementation of Arizona's first web portal and the many infrastructure services necessary to support Arizona's e-government initiatives, such as the centralized credit card processing system and the Common Licensing System (CLS) for Arizona's regulatory agencies.

**State of Washington – Department of
Information Services
Olympia, Washington**

**Various Positions
Sept. 1987 – Oct. 2000**

Started as a Systems Internalist supporting operating system code for Unisys mainframes. Advanced to the position of Customer Services Manager for Digital Government Strategies – a department which began the transition to providing government services first through remote kiosks and then via the web.

**Lafayette General Medical Center
Lafayette, Louisiana**

**Various Positions
May 1980 – Sept. 1987**

Served in various roles, starting as a Computer Operator and then as a COBOL Programmer Analyst creating various health care database applications to support the Medical Center.

EDUCATION

- Pursued studies in Engineering and later, Computer Science at the University of Louisiana at Lafayette (formerly the University of Southwestern Louisiana)
- State of Arizona: Various management and career development training
- State of Washington: Various management and career development training
- Advance Research Corporation: Technical training in network fundamentals
- IBM Corporation: Technical training in support of IBM kiosk systems
- Unisys Corporation: Technical training in support of Unisys mainframe operating systems

Tab 3

Pricing

IPM's Pricing Schedule for this RFQu, set forth below, has been determined taking into account engagements over our 10 years of experience providing interim executive staffing to Arizona cities and counties. Factors we typically consider in quoting rates include, but are not limited to, the duration of the engagement, work schedule, IPM Associate experience, effects of regulations such as Prop. 206, location of the engagement, urgency of placement, state of department, expected duration of engagement and willingness (or not) of the City to commit to a minimum engagement duration, number of FTE's reporting to position, size of department and organization, and level of skill required for and complexity of the engagement.



IPM Associates work in executive or administrative professional-level positions, and thus are exempt employees and typically not paid hourly. For purposes of this RFQu, IPM has provided hourly rates for ease of comparison; however, IPM provides its services on a weekly, not hourly, basis. Pricing for each engagement will be documented in the Engagement Schedule to be agreed to between IPM and the City with regard to each engagement.

Pursuant to the instructions in the RFQu regarding submission of the Fee Schedule and subject to the above caveats, IPM submits the following Pricing Schedule. Full-time labor rates for various interim roles, not including travel expenses, are as follows:

Level	Description of Position/Area of Expertise	Hourly Rate (for reference only)/Weekly Billing Rate				
		Year 1	Year 2	Year 3	Year 4	Year 5
		7/1/2020 – 6/30/2021	7/1/2021 – 6/30/2022	7/1/2022 – 6/30/2023	7/1/2023 – 6/30/2024	7/1/2024 – 6/30/2025
Department Director	Human Resources, Finance, Economic Development, Police, Fire Chief, Development Services, Parks and Rec, City Clerk, IT Director, Non-Stamping Engineer, Assistant City Manager, Community Services, Planning, Library and Zoning Administrator	\$120/\$4,814	\$126/\$5,031	\$131/\$5,257	\$137/\$5,494	\$144/\$5,741
Other Professionals	Building Official, Public Information Officer, Procurement Officer, Planner, Risk Manager and Facilities Manager	\$110/\$4,381	\$114/\$4,578	\$120/\$4,784	\$125/\$4,999	\$131/\$5,224

Tab 4

Offeror’s Service Offerings (see also Section 5, Scope of Work)

Interim Public Management (IPM) stands ready and able to satisfy the objectives and requirements as set forth in the Solicitation’s Section V, Scope of Work. For the last 10 years IPM has been a premier Executive-level staffing service within the State of Arizona. IPM has served more than 70% of the top one-third most populated Arizona municipalities (22 cities out of largest populated 31 cities in the state), most notably including the city of Phoenix. IPM is located in Fountain Hills, Arizona, with all management staff residing here in the Phoenix area. The fact that IPM is a local business is advantageous to the City of Phoenix, as it assures immediate access to our team.

Objectives:

IPM’s business model aligns perfectly with the City’s stated objectives; we have been very effective in fulfilling the immediate executive staffing needs of municipalities. Our motto, *“taking the uncertainty out of transition,”* describes the results we seek to achieve for clients.

Since 2010, Interim Public Management, LLC (IPM) has provided executive-level interims to cities and counties here in Arizona and has become the largest provider of local government interim executive-level staffing in the state. Almost all of IPM’s Associates have 25-plus years



of experience performing their particular role in Arizona local governments. Most IPM Associates have impeccable reputations in our State, and all are vetted ahead of time. Because our Interim Department Directors have vast Arizona experience, they are intimately familiar with state services, laws, regulations, and agencies such as DPS, Arizona Department of Revenue and ADOT, and they bring to bear long-term relationships for the betterment of the City of Phoenix.

The following is a list of the 60 positions currently offered to city and county governments in Arizona by IPM:

Interim Public Management
Taking the uncertainty out of transition.®

Interim Public Management provides solutions for the following positions:

- Assistant City/County Manager
- Air Quality Manager
- Budget Director/Manager
- CEO
- City/County Attorney
- City/County Manager
- Community Development Director
- Development Services Director
- Engineer
- Finance Director
- Floodplain Manager
- Grants Administrator
- Housing Director
- IT Director
- PIO
- Police Chief
- Public Works Director
- Sanitation Director
- Transportation Manager
- Wastewater Director
- Administrative Services Director
- Airport Director
- Chief Building Official
- Chamber Director
- City/County Clerk
- Code Enforcement Supervisor
- Community Services Director
- Economic Development Director
- Executive Director
- Fire Chief
- General Manager
- Graphic Designer
- Human Resources Director
- Library Director
- Planner
- Project Manager
- Chief Purchasing Agent
- Tourism Director
- Tribal Manager
- Water Director
- Agency Director
- Auditor
- Capital Improvement Projects Manager
- CIO
- City/County Engineer
- Community Center Director
- Deputy City/County Manager
- Elections Supervisor
- Facilities Director
- Fleet Maintenance Supervisor
- Government Relations Director
- Health Director
- Inter-Gov
- Parks and Recreation Director
- Planning and Zoning Administrator
- Prosecutor
- Risk Manager
- Traffic Supervisor
- Utilities Director
- Web Developer

Trusted service you can count on.
Contact IPM to learn more:
www.InterimPublicManagement.com
Call: Tim Pickering, CEO • 480-577-0949
Tim@InterimPublicManagement.com

10 Years and Counting

Celebrating 10 Years of Excellence in 2020.



Contractor's Minimum Qualifications:

During our 10 years in business in Arizona, IPM has exclusively provided interim executive-level staffing to 22 out of the 31 highest populated cities in the state, almost half (42 out of 91) of all municipalities across the state of Arizona, and almost half (7 out of 15) of Arizona Counties. We are not headhunters, facilitators or consultants; we only provide interim department directors, executives and professionals to cities and counties. IPM served the City of Phoenix for over two years from May 10, 2017 through July 1, 2019 with a contract in place to provide executive staffing services to the City (whose employee base exceeds 14,000).

Informational Meetings:

Given that we are an Arizona company, we can meet in person with the City's staff or public officials when desired. Moreover, Associates will perform engagements onsite at the City's facilities, unless other arrangements are made by the City and IPM.

Interim Executive Requirements:

IPM uses an extensive vetting process to provide the City of Phoenix with quality candidates who can perform the duties expected by the city. Our vetting includes a criminal history background check compliant with the solicitation's terms and conditions.

Our candidate selection process begins with a discussion of the requirements that the City of Phoenix will have for that particular engagement. We search our database and review resumes to determine which Associates will best fit the City's need. Once we have identified up to three candidates, we will provide the City with resumes for each. The City will have the opportunity to interview the Associates to determine which of those candidates might be best to fill the need.

Once a selection is made and all contractual components have been completed, the Associate begins the engagement. Our Associates perform all tasks as required by the City position and keep the City apprised of the status of the engagement. This is typically done through regularly scheduled meetings between the IPM Associate and the City Manager (or designee).

Tab 5

Documentation of Offeror's commitment to Equal Employment Opportunity

Contractor agrees to comply with the following requirements for Contractor with 35 employees or fewer: Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

Contractor has had no claims, cases or judgements for unfair employment practices over the life of the business.



Tab 6

List of Current Business References – Minimum of 3 from organizations similar to the City of Phoenix.

- Company Name:** City of Glendale, Arizona*
Address 5850 W Glendale Ave., Glendale, AZ 85301
Reference Kevin Phelps, City Manager
Telephone Number (623) 930-2870
Email address kphelps@glendaleaz.com
- Company Name:** City of Scottsdale, Arizona
Address 3939 N Drinkwater Blvd., Scottsdale, AZ 85251
Reference Brent Stockwell, Assistant City Manager
Telephone Number (480) 312-7288
Email address bstockwell@scottsdaleaz.gov
- Company Name:** City of Tucson, Arizona
Address PO Box 27210, Tucson, AZ 85726
Reference Joyce Garland, Interim Business Services Director
Telephone Number (520) 791-4204
Email address joyce.garland@tucsonaz.gov
- Company Name:** City of Goodyear, Arizona*
Address 190 N. Litchfield Road, Goodyear AZ 85338
Reference Julie Arendall, City Manager
Telephone Number (623) 882-7051
Email address julie.arendall@goodyearaz.gov
- Company Name:** Yavapai County, Arizona*
Address 1015 Fair Street, Prescott, AZ 86305
Reference Phil Bourdon, County Administrator
Telephone Number (928) 771-3200
Email address phil.bourdon@yavapai.us

*Current client



Tab 7

Submittals

SECTION VI - SUBMITTALS

1. COPIES:

One electronic copy of the Submittal Section and all other required documentation is submitted.

2. OFFER SUBMITTAL FORMAT:

The Offer is type written and signed and a table of contents is included.

3. COSTS AND PAYMENTS:

3.1 PAYMENT TERMS & OPTIONS: Offerors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

Contractor Offers a prompt payment discount of either 0 % – **30 days** or 0% – 45 days, to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your Offer.

Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the Offeror accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the Offeror will owe the City all costs. The Offeror may opt-out of the SUA program once, but then may not rejoin during the same contract term. For more information about the SUA program or to enroll, send email to mailbox.sua@phoenix.gov.

4. EMERGENCY 24-HOUR SERVICE CONTACT:

Name	<u>Tim Pickering</u>
Telephone Number	<u>(480) 577-0949</u>
Alternate Contact	<u>Gene Martel</u>
Telephone Number	<u>(623) 986-6148</u>

5. REFERENCES:

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service for: Interim Executives

Company Name: City of Casa Grande, Arizona



Address 510 E Florence Blvd, Casa Grande AZ 85122
Reference Larry Rains, City Manager
Telephone Number (520) 421-8600
Email address larryr@casagrandeaz.gov

Company Name: City of Apache Junction, Arizona
Address 300 W. Superstition Blvd
Reference Bryant Powell, City Manager
Telephone Number (480) 474-5066
Email address bpowell@ajcity.net

Company Name: Town of Oro Valley, Arizona
Address 11000 N La Canada Dr, Oro Valley, AZ 85737
Reference Mary Jacobs, Town Manager
Telephone Number (520) 229-4714
Email address mjacobs@orovalleyaz.gov

6. YEARS IN BUSINESS AND REFERENCES:

Contractor certifies that they have provided Interim Executives listed in this Solicitation for a period of at least five (5) years.

Below is a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, completed service of Interim Executives.

Company Name: City of Buckeye, Arizona
Address 530 E Monroe Ave
Reference Jim Shano, Assistant City Manager
Telephone Number (623) 349-6910
Email address jshano@buckeyeaz.gov

Company Name: City of Flagstaff, Arizona
Address 211 W Aspen Ave Flagstaff AZ 86001
Reference Shane Dille, Deputy City Manager
Telephone Number (928) 213-2073
Email address sdille@flagstaffaz.gov

Company Name: Lake Havasu City, Arizona
Address 2330 McCulloch Blvd N
Reference Jess Knudson, City Manager
Telephone Number (928) 453-4141
Email address knudsonj@lhcaz.gov



ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX

A Municipal Corporation
Ed Zuercher, City Manager

Lori Bays, Human Resources Department (Or Designee)

_____ this ____ day of _____ 2020
City Clerk

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



OFFER

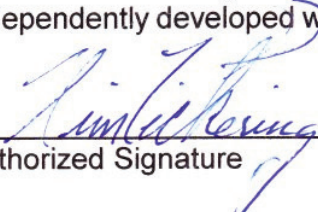
TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a Solicitation.

Arizona Sales Tax No.	NA
Use Tax No. for Out-of State Suppliers	NA
City of Phoenix Sales Tax No.	NA
Arizona Corporation Commission File No.	L16199249

Taxpayer's Federal Identification No.: Bidder will provide its federal taxpayer identification number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract.

Enter City's Registration System ID Number Located at City's eProcurement website (see SECTION I – INSTRUCTIONS - CITY'S REGISTRATION)	V3078033
--	----------

Offeror has read, understands, and will fully and faithfully comply with this Solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

 _____	<u>6-1-20</u> _____
Authorized Signature	Date

<u>Tim Pickering, President & CEO</u> Printed Name and Title (LLC, Inc., Sole Proprietor)	<u>President</u> (Member, Manager, President)
---	--

Address	16868 N. Stoneridge Court
City, State and Zip Code	Fountain Hills, AZ 85268
Telephone Number	(480) 577-0949
Company's Fax Number	N/A
Company's Toll Free #	N/A
Email Address	Tim@InterimPublicManagement.com

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.			
Tim	G.	Pickering	
First	MI	Last	Suffix



2. Contract Information
Solicitation # or Name: RFQu HR 20-112
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)
Interim Public Management, LLC
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.
Tim Pickering, Managing Member; Deanna Pickering, Member
5. List any individuals or entities that will be subcontractors on this Contract or indicate N/A.
<input checked="" type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name: N/A
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.
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.” <input checked="" type="checkbox"/> I am not aware of any conflict(s) of interest under City Code Section 43-34. <input type="checkbox"/> I am aware of the following potential or actual conflict(s) of interest: N/A



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

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

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

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

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

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

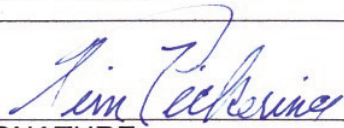
- ✓ I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

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 all statements contained in this Offer, including this form and 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.

Tim Pickering	President & CEO
PRINT NAME	TITLE
	6.1.20
SIGNATURE	DATE
Interim Public Management, LLC	
COMPANY (CORPORATION, LLC, ETC.) NAME and DBA	



Tab 8

Signed Addenda (s), if any

SOLICITATION ADDENDUM	CITY OF PHOENIX Human Resources Dept. 251 W. Washington Street 7th Floor Phoenix, AZ 85003 Phone: (602) 534-1676
Solicitation Number: RFQu HR 20-112 (AP) Addendum #1 Page 2 of 2	
Solicitation Due Date: June 2, 2020, 2:00 p.m. Local AZ Time	

Item No.	Question	Answer
1	Our firm was chosen for inclusion in the Qualified Vendors List pursuant to City of Phoenix RFQu 20031, may that serve as my response to, and qualifications for, the RFQu HR 20-112 announcement?	This is a separate procurement process for Interim Executives and in order to be considered, firms must respond to this solicitation.
2	We have experience placing executives in the private sector for companies with less than 14,000 employees, will that automatically disqualify us as a potential provider? We do, however, have extensive experience working with the City of Phoenix and have provided staff in diverse industries.	Please see change above. The City will accept: "At least two (2) years of experience providing these services for an organization with 10,000+ employees."
3	Could you give us examples of the types of positions that this contract covers so we can provide resumes in line with the staffing need?	This solicitation covers any interim executive level position needed while a recruitment process occurs to fill the role on an ongoing basis. The need may be in any of the City Departments. For a list of City Departments and their information, please visit https://www.phoenix.gov/departments
4	Typically, how long are the contractors' assignments? This information helps determine how we cover our recruiting cost.	This may vary depending on the need and the timeframe needed for a recruitment process to fill the executive role.
5	What are the criteria that the responses will be evaluated and scored?	Please refer to the solicitation, Section I – Instructions, paragraphs 16, 17 and 18.
6	How many providers will be awarded this contract?	All Offerors who meet the qualification criteria and requirements of the solicitation will be placed in the Qualified Vendors List.
7	Can you provide instructions for uploading the PDF response?	Please refer to Section I – Instructions, paragraph 12. To submit Statement of Qualifications, Offerors must send an email to the Procurement Officer at least two days prior to the Due Date, indicating the Offeror's intent to submit a Statement of Qualifications. The Procurement Officer will send an invitation to the Offeror which will include submittal instructions.
8	Would it be possible for you to email me a MSWord version of the RFQu so that we can incorporate the actual form pages into our response?	The City can only provide the document in PDF format for security reasons. The responses can be provided in a separate

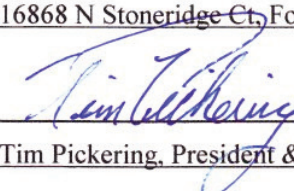


Item No.	Question	Answer
		Word document, and copying and pasting from PDF to Word is also possible.
9	Pages 8 and 39: TAB 6 is not mentioned. Was this simply a type-o?	Tab 6 was unintentionally omitted. Please see change above.
10	Page 39: Resumes shall be no more than 2 pages. Just to clarify, is that 2 pages per individual or must we reflect IPM key personnel in a total of 2 pages? I assume it's a limit of 2 page resumes per each key personnel, but I just wanted to check.	Two pages per individual.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid or proposal submittal.

Name of Company: Interim Public Management, LLC

Address: 16868 N Stoneridge Ct, Fountain Hills, AZ 85268

Authorized Signature: 

Print Name and Title: Tim Pickering, President & CEO