



REQUEST FOR STATEMENT of QUALIFICATIONS

from

PROFESSIONAL SERVICES

FOR

**Homebuyer Education and Homebuyer Assistance – Program
Administration**

RSOQ NUMBER: 2025-205

March 2025

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PUBLIC NOTICE

**NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS (RSOQ 2025-205):
PROFESSIONAL SERVICES**

Homebuyer Education and Homebuyer Assistance – Program Administration

The City of Flagstaff (“City”) is seeking Statements of Qualifications (“SOQ”) from Service Providers (“Providers”) with demonstrated expertise and experience in the effective delivery of homebuyer education and homebuyer assistance programs to provide Professional Services (“Program Administration”).

The City will select one Provider to perform all Program Administration services. The selected Provider will be expected to enter into a Contract for Professional Services (“Contract”). Providers with experience and expertise in homebuyer education and administration of homebuyer assistance programs are encouraged to apply. The Contract will be awarded at the City’s discretion. Fees associated with contracted services will be negotiated after the qualified Provider is selected.

SCHEDULE OF STATEMENT DEADLINES

Advertise for Services:	March 15, and March 26, 2025
Last Day for Questions:	3:00 p.m. April 29, 2025
Statements Due:	3:00 p.m. May 6, 2025
Interviews Anticipated:	Week of May 26, 2025
Anticipated Award of Services Contracts:	June 2025

Complete Request for Statements of Qualification (“RSOQ”) packets are available for download from the PlanetBids online bid platform website at:
<https://pbsystem.planetbids.com/portal/27606/portal-home>.

Proposals must be submitted electronically on the PlanetBids online bid platform website by 3:00 p.m. Local (AZ) Time, May 6, 2025.

The City reserves the right to reject any or all Proposals, to waive or decline to waive irregularities in any Proposals or to withhold the award for any reason it may determine.

Published March 25, and April 12, 2025, Arizona Daily Sun.

GENERAL INFORMATION

A. Community Profile

The City of Flagstaff serves as the county seat of Coconino County and is the regional economic hub for commercial and institutional activities. Flagstaff has a growing population of approximately 77,000 and encompasses an area of over 66 square miles, making it the largest city in northern Arizona. Over 20% of the City's population consists of students attending Northern Arizona University.

Flagstaff's residents and business community have created a vibrant and welcoming feel for this beautiful mountain town. Known in many ways as a college, ski, mountain, and outdoors town, the city attracts a diverse mix of people in its residents, workforce, and visitors. The city's small-town quality of life, traditions, and character have been cited by many as what drew them to Flagstaff and why they desired to live and work here. Its proximity to the Grand Canyon National Park and several national monuments draws millions of tourists annually.

Nearly half (47%) of Flagstaff households are considered low-income, earning no more than \$55,350 annually. The cost of living is 13% higher and the cost of housing is 29% higher than the national average. During the last decade, the median sales price of a home in Flagstaff rose by 166%, while the Area Median Income rose by only 36.5%. Currently, the median sales price of a home is \$615,000, and the area median household income for a household of three is \$77,400. Additionally, 27% of homeowners and 57% of renters spend more than 30% of their monthly income on housing costs, meaning that 22,073 Flagstaff community members are housing cost burdened. Most of the housing production in Flagstaff has focused on low- and high-density extremes - detached single-family homes and mid-to-high-rise apartment buildings. These extremes are exacerbated by second homes (approximately 4,000 units), short term rentals (approximately 535 units), and the fluctuating student populations -- all of which create competition for the existing housing supply.

B. Background

Housing Emergency and 10-Year Housing Plan

On December 1, 2020, the Flagstaff City Council declared a housing emergency for the City of Flagstaff and committed to prioritizing affordable housing within City operations to create safe, decent, and affordable housing opportunities for all community members. A 10-year Housing Plan was developed to address the housing emergency by summarizing the City's immediate and long-term needs and strategies for improving housing affordability (Plan can be found at <https://www.flagstaff.az.gov/DocumentCenter/View/72509/Flagstaff-10-Year-Housing-Plan---FINAL-6152022>).

The Housing Plan's overarching goal for the next decade is to reduce the current affordable housing need in the community by half:

- **Element One:** Impact at least 6,000 low-to-moderate income Flagstaff residents through a combination of unit creation or subsidy provision.
- **Element Two:** Create or preserve 7,976 housing units by 2031 with a minimum of 10% of them being affordable. This will increase the overall supply of market rate, workforce, and affordable housing occupied by local residents.

Limited land and the current shortage in housing supply, relative to demand, are the primary reasons housing costs are increasing in Flagstaff. The Housing Plan includes the following goal and policies specific to homeownership:

- **Create 1.8** Explore the use of the community land trust model and public/private partnerships to incentivize the development of ownership units that are priced significantly below market rate.
- **Create 3.3** Identify ongoing resource opportunities for the purpose of assisting households experiencing homelessness, households at risk of becoming homeless, first-time homebuyers, and affordable housing targeted to these populations.
- **Connect 2** Implement a framework for centering equity in proposed and existing housing practices, policies, and programs.
- **Protect 2** Ensure affordable housing is a part of every Flagstaff neighborhood and work to address disparate impact as part of any development or redevelopment.

Proposition 442 – Housing Bond

In the November 2022 Election, voters approved \$20 million in general obligation bonds to create rental and homeownership opportunities for Flagstaff residents. Of the \$20 million, \$7 million is designated to provide homebuyer assistance to eligible first-time Flagstaff homebuyers purchasing a home within City limits.

Homebuyer Assistance Programs Background

The City of Flagstaff has two existing homebuyer assistance programs, the Community Homebuyer Assistance Program (CHAP) and an Employer Assisted Housing Program (EAH) specifically for City of Flagstaff employees.

CHAP is a local homebuyer assistance program funded by the City general fund, serving households with incomes up to 125% of the area median income. CHAP was created in 1998 to assist middle- and low-income first-time homebuyers by providing a one-time loan to mortgage-eligible households in Flagstaff with the up-front costs of homeownership. The distinguishing feature of CHAP is the ability to assist households who make too much money to qualify as low-income for other assistance sources but not enough to achieve homeownership in the Flagstaff market successfully.

CHAP's funding is being expanded with general obligation bond funds resulting from Proposition 442, incorporating adjustments and additional features developed by the Housing Commission and city staff. The Housing Commission reviewed the proposed program expansion and provided feedback in August and September 2024. On October 8, 2024 City Council provided additional input and directed staff to move forward with the proposed expanded program and RSOQ process.

In addition to raising the eligible area median income from 125% to 150%, the most notable proposed addition to the existing program is an option for eligible homebuyers to receive a larger amount of assistance in return for making the purchased unit permanently affordable units via the City's Permanent Affordability Program.

Beyond increasing the AMI to 150% and adding the permanently affordable option, the full program expansion criteria are not finalized. After a successful provider is selected, they will work with city staff to refine and further define the programmatic details.

The second City of Flagstaff homebuyer assistance program is an Employer Assisted Housing Program (EAH) specifically for eligible City employees. EAH is funded only through the City's general fund and is a one-time benefit per household. This program assists mortgage-eligible employees meeting certain other criteria with the up-front costs of homeownership.

C. Objectives

The purpose of this RSOQ is to solicit SOQs from qualified professional providers with demonstrated expertise and experience to provide the following services:

- Community-wide homebuyer education and counseling;
- Administration of the Community Homebuyer Assistance Program; and
- Administration of the City of Flagstaff Employer Assisted Housing Program.

D. Scope of Work Summary

The successful Provider is expected to provide all necessary services and materials to administer the City's Homebuyer Education and Assistance Programs, including:

- All general administrative duties
 - Oversee operations, track progress, and ensure compliance with regulations
- Education and counseling
 - Deliver workshops and personalized counseling sessions
- Outreach and recruitment
 - Promote the program to target audiences and engage participants
- Resource development
 - Create and distribute educational materials (e.g., guides, tools)
- Partnership development
 - Collaborate with lenders, realtors, and community organizations for referrals and support
- Evaluation and reporting
 - Measure outcomes, collect feedback, and report program metrics

All program criteria will be developed by the City, seeking input from the successful Provider as desired. The City will service the loans in the long term.

STATEMENT OF QUALIFICATIONS REQUIREMENTS

E. General Requirements

The Contract will be awarded to the responsible Provider whose Proposal is responsive to this RSOQ and will be most advantageous to the City. The responsibility of the Provider will be determined based on factors described in Article 16 of the Procurement Code Manual.

The responsibility criteria include:

1. Certification as a U.S. Department of Housing and Urban Development (HUD) approved housing counseling agency.

2. The Provider's capacity to do the work, including adequate finances, equipment, facilities, employees, and competing commitments;
3. The competency and responsibility of the Provider's proposed subcontractors (if any);
4. The Provider's experience in performing similar work;
5. The Provider's integrity and record of performance;
6. Positive factors, including, but not limited to, timely completion within budget, quality of work, prompt resolution of problems, good working relationships, and the ability to resolve disputes without litigation;
7. Negative factors, including, but not limited to, past contract terminations or deductions due to failure to perform; termination for cause due to breach; failure to comply with the contract; documented poor performance; customer complaints and/or negative references; unresolved disputes with project owners or subcontractors; and/or threats of litigation without merit. In addition, any of the grounds set forth in Article 30 of the Procurement Code Manual for suspension or debarment may be considered;
8. Whether the Provider is qualified legally to contract with the City;
9. Whether the Provider has truthfully supplied all information concerning its responsibility requested by the Procurement Specialist; and
10. Whether the Provider holds any required and active valid State of Arizona license(s) to conduct business or to perform the work proposed.

Any single factor or combination of factors may be grounds for determination of non-responsibility. Additional factors shall include the Provider's past performance, specifically on City or other public agency contracts. This includes threats of litigation, contract terminations for any reason, and the lack of ability to resolve disputes without litigation.

Responses to this RSOQ must be in the form of an SOQ, as outlined in this RSOQ. SOQs must be clear and concise, organized as indicated in Part III of this RSOQ, and with all identified sections included. If, in the judgment of the City, an SOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the SOQ.

Interested Providers are required to submit information relative to their qualifications, experience, and ability to meet the project's goals and objectives and other criteria as listed.

F. Interpretation of RSOQ Documents/Communication with the City

Providers who desire clarifications of the Project, selection criteria, or SOQ requirements (other than delivery of the SOQ) shall restrict their inquiries to **written email communications only** to Emily Markel, Procurement Specialist, at EMarkel@flagstaffaz.gov. Requests for clarifications/questions must be received no later than **3:00 P.M. Tuesday, April 29, 2025**.

The following procedures apply:

1. The Provider submitting the inquiry will be responsible for its prompt delivery prior to the stated deadline for clarifications.

2. Interpretation or correction of the RSOQ documents will be made only by issuance of a written addendum which will be made available on the PlanetBids website at <https://pbsystem.planetbids.com/portal/27606/portal-home>. It is the Provider's responsibility to periodically check the website for updates and addenda. Issuance of addenda will not be provided to individuals or entities by the City. The City is not responsible for any explanations or interpretations of the RSOQ documents other than those made by written addendum and posted on the City's website.

G. Delivery of Submittals

Proposals must be submitted electronically on the PlanetBids online bid platform website at <https://pbsystem.planetbids.com/portal/27606/portal-home> by 3:00 p.m. Local Time, Tuesday, May 6, 2025. No Hard copies will be accepted.

All information regarding the content of the specific Proposals will remain confidential until an award is made, or all awards are rejected.

STATEMENT OF QUALIFICATIONS FORMAT, ORGANIZATION, AND CONTENT

H. General

The SOQ should clearly and accurately present the experience, knowledge, and capability of the Provider by providing a brief, and concise description of the Provider's ability to meet the requirements of this RSOQ. SOQ emphasis should be on quality, completeness, clarity of content, and responsiveness to the requirements.

The SOQ should be fully self-contained, follow the format outlined below, and be without addenda. The SOQ should reflect consideration of the specific evaluation criteria identified in Part IV, Evaluation Criteria.

I. Format

The Selection Committee will evaluate Providers submitting responses to this RSOQ based on the information provided in their SOQ and interviews, if conducted. To allow for a standard basis of evaluation, all SOQs are requested to follow a similar format.

SOQs will not exceed **fifteen (15) pages total (front only)** in length excluding front and back cover pages, the title page, signed transmittal letter, table of contents, section dividers, and the forms found in Attachment A. The section dividers will not include text or graphics, other than the text identifying the appropriate section. Total margins will be one inch and allowable pages will be 8½" x 11", and the font size no less than 11 point.

Combinations of text and graphic material may be used at the Provider's discretion. Providers are encouraged to employ any methods they consider appropriate in communicating facts and qualifications.

Do not include any design concepts, fees, or pricing related to the programs with SOQ submittals. These materials will not be considered, and failure to comply with this provision may result in the rejection of the submittal.

PROVIDERS MUST SUBMIT THE FORMS FOUND IN ATTACHMENT A.

J. Organization and Content

SOQs should be organized with section dividers and content as follows (include all of the

following):

Cover

The cover should contain the following relevant data as a minimum:

1. Solicitation Number
2. Solicitation Name
3. Closing Date and Time
4. Agency Name (and logo if desired)
5. Other information/graphics as desired

Title Page (One page maximum)

Include Provider's name, name of principals, addresses, email/website addresses, and phone numbers. Provide a single point of contact name, title, phone number, and e-mail address of person for correspondence during RSOQ solicitation.

Transmittal Letter (One page maximum)

(5 points maximum)

Provide a transmittal letter on the Provider's letterhead identifying the Provider and introducing key proposed team members and the project manager. Provide an expression of the Provider's interest in being selected. Briefly summarize the Provider's background and any distinguishing qualities or capabilities that uniquely qualify the Provider for this Project. Identify the key team members and their length of experience both in their respective industries and in their current agencies. Confirm the availability of the key personnel identified in the SOQ. Specifically, state that reasonable diligence has been exercised in the preparation of the SOQ and that all contents are true, accurate, and complete to the best of the signer's knowledge. Specifically state that no exceptions are taken to the contents of the RSOQ, or specifically identify and explain any RSOQ item to which an exception is taken. Note: Exceptions taken may render an SOQ non-responsive, or exceptions taken may be considered in scoring the SOQ under relevant scoring criteria.

This letter is to be signed by the individual with the authority to bind the Provider contractually. Please address the letter to:

Emily Markel

Purchasing Manager

City of Flagstaff – Purchasing Division

211 W. Aspen Ave.

Flagstaff, AZ 86001

Table of Contents.

The Table of Contents shall include all Evaluation Criteria sections as listed below.

Organizational Summary

(5 points maximum)

1. Provide a list of the staff that will be assigned to this contract with their qualifications and relevant experience. Include an organizational chart and resumes for all staff. Provider must indicate who in its organization is authorized to represent and speak for the Provider in all business and contractual matters relating to this RSOQ. The staff proposed will be required to commit to this contract unless permission is given by the City of Flagstaff to withdraw from the

contract. The City also reserves the right to request alternate personnel to be committed to the contract.

2. Provide a list of sub-contractor(s), if any, who will participate with or assist the Provider in program work.

Provider Experience

(90 points maximum)

1. Describe organization's experience and capacity in administering homebuyer assistance programs. Provide the following details for at least two (2) past or current programs the provider has administered, including: i) the name of the program and program owner; (ii) a description of the program eligibility criteria and dynamics (iii) the scope of work; (iv) the contract term and time spent doing the work; (v) any unique challenges encountered and the resolution of those challenges; (vi) the number and basic demographics of those served; (vii) total contract price paid to Provider. **(20 points maximum)**
2. Describe the organization's experience in providing homebuyer assistance programs to households with incomes under 80% of the area median income. **(10 points maximum)**
3. Describe the organization's experience in providing homebuyer assistance programs to households with incomes between 80% and 150% of the area median income, including a discussion of any differences in serving households in higher income categories. **(10 points maximum)**
4. Describe the organization's experience in income qualifying households. **(5 points maximum)**
5. Describe the organization's experience preparing loan documents and facilitating loan closings. Indicate the number of closings the organization has facilitated by year for the last 5 years. **(5 points maximum)**
6. Describe the organization's experience layering homebuyer assistance programs and identify if the provider is currently contracted to administer any other homebuyer assistance programs, specifying any already secured/dedicated funding sources. **(10 points maximum)**
7. Describe the organization's experience providing homebuyer education and counseling services. **(10 points maximum)**
8. Describe experience and methods for marketing homebuyer education and assistance programs. **(5 points maximum)**
9. Describe the organization's experience in working with lenders to ensure secondary financing is approved for use with their mortgage products. **(10 points maximum)**
10. Define the measurable outcomes and objectives the organization uses to measure success with these services. **(5 points maximum)**

Value Added Knowledge and Experience:

(40 points maximum)

The Provider selected by the City must be familiar with local community needs, housing market

dynamics, and housing supply challenges in Flagstaff. Additionally, the team must be accessible to the City's staff and citizens during the contract.

1. Explain why the Provider is particularly qualified to perform services in the Flagstaff area. Demonstrate the Provider's experience with working within the Flagstaff market and serving Flagstaff residents. Please also include any existing partnerships, interactions with, or participation in local groups, business associations, and other special interest groups that are relative to the programs listed in this RSOQ. **(20 points maximum)**
2. How many households has the organization assisted with housing services in Northern Arizona or the greater Flagstaff area in the last five years? Of those, how many were specifically homebuyer assistance? Please include the area median income levels served. **(10 points maximum)**
3. Resolution of issues may be part of the Homebuyer Assistance Programs. Describe the organization's response protocol and how the Provider will be accessible to the City's staff and citizens. **(5 points maximum)**
4. What is the Provider's response time to meet in person, resolve concerns, and accommodate unforeseen issues? **(5 points maximum)**

**Overall Evaluation:
(5 points maximum)**

Does not require a response. The selection committee will determine the overall quality, organization, comprehensiveness, and completeness of the SOQ.

Required Attachments:

Provide the following documents and forms under this heading. The forms noted below can be found in Attachment A of this document. If forms are not included in the proposal, it may be considered non-responsive and disqualified. These documents do not count towards the page count.

- Statement of Assurance
- Statement of Provider's ability to finance all programmatic costs upfront and understanding of this commitment
- Housing Counseling Agency HUD Certification
- Provide a copy of Provider's HUD Certified Counseling Agency approval letter or certificate from HUD
- References
- Provider Questionnaire (form)
- Exceptions (form)
- Confidential Materials (form)
- Cooperative Purchases (form)
- Disclosure (form)
- Declaration Related to Solvency (form)
- Declaration Related to Gratuities (form)
- Declaration of Non-Collusion (form) (attach explanations)

EVALUATION AND SELECTION PROCESS

K. Overview

This is a qualifications-based selection process as authorized by ARS Section 34-603. The initial activity will involve an evaluation and scoring of each Provider's qualifications and relevant experience, as indicated in its SOQ. One (1) or more Provider(s) **may** be invited to participate in interviews.

Following the interviews, the selection committee will rank the Providers in order of preference to generate a Final List.

Negotiations will commence with the highest-ranked Provider on the Final List and will proceed as set forth therein, or the solicitation may be canceled.

L. Qualification for Evaluation

To qualify for evaluation, the SOQ must have been submitted on time and materially satisfy all requirements identified in this RSOQ.

M. Selection Committee

The Selection Committee may consist of up to seven (7) members. It will be composed of City staff, one or more members of the Housing Commission, and may include other members that are not city staff.

N. SOQ Evaluation Criteria and Scoring Process

The City intends to award a Contract(s) to the most qualified Provider based on demonstrated competence and qualifications. Proposals that are responsive to the requirements of this RSOQ will be evaluated by the Selection Committee and awarded points for each stated criteria item as follows:

Transmittal Letter	5 points
Organizational Summary	5 points
Experience	90 points
Value Added Knowledge and Experience	40 points
Overall Evaluation	5 points
Total Available Points	145 points

The SOQ ranking process may result in a ranked list of Provider(s) with whom the Selection Committee may elect to conduct interviews.

O. Interviews

The City may choose to conduct phone or online interviews with select Providers. If so, a Provider shall be required to be represented by the key personnel, including the project manager, with whom the City's staff will be directly working.

P. Interview Instructions

If the City decides to conduct interviews, each selected Provider will be provided a specific schedule. Interviews will be 60 minutes in duration and the purpose will be to discuss Project-specific criteria and respond to questions from the Selection Committee.

A DRAFT copy of the Contract for Professional Services to be used in connection with this Project has been included as Attachment B in this RSOQ. At the time of the interview, each Provider will be required to provide, in writing, a statement of concurrence with the terms and conditions of the Contract, or a statement of any specific exception(s) to the terms and conditions of the Contract. Exceptions may be considered in scoring under appropriate criteria.

Q. Interview Ranking and Provider Selection

Should the City conduct interviews, the Selection Committee will rank the Providers with the following final ranking criteria:

	Maximum Achievable Points
A. Submitted SOQ Score	145
B. Responses to Interview Questions	50
C. Overall Evaluation of Interview	30
Total Available Points	225

Following the evaluation process, the Selection Committee will select a final Provider deemed most qualified to provide the services and rank the remaining Providers in order of preference based on the Proposal evaluation and/or the interview evaluation.

The City will proceed to negotiate a Contract with the highest-ranked Final List Provider. If the City is unable to negotiate a satisfactory Contract with the highest-ranked Provider, negotiations with that Provider will be formally terminated. The City will then undertake negotiations with the next most qualified Final List Provider in sequence until a Contract is reached or a determination is made to reject all Proposals and terminate the solicitation.

ADDITIONAL INFORMATION

R. Instructions

The City will not be held responsible for any oral instructions. Any changes to this RSOQ will be in the form of an addendum. The addendum will be transmitted to all registered RSOQ document-holders.

S. City Rights

The City reserves the right to reject any or all Proposals, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposal received.

T. Release of Public Information

The City will release public information concerning the Project, including selection announcements and Contract awards. Release of Proposals, selection results, and contract award will not take place until after the formal award by the City Council and the Contract has been fully executed by both parties.

U. Contact with City Employees and Providers

All Providers that are interested in this project (including the Provider's employees, representatives, agents, lobbyists, attorneys, and sub-Providers) will refrain, under penalty of disqualification, from direct or indirect contact with City employees for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process. This includes, but is not limited to, the evaluation panel, the City Manager, Assistant City Manager(s), Deputy City Manager(s), Division Directors, or other staff. This policy is intended to create a level playing field for all potential Providers, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized Procurement Agent.

V. Contact with Elected Officials (Mayor, City Council)

Any contact pertaining to this selection process with elected officials must be scheduled, in person, through the Flagstaff City Clerk's Office, 211 W. Aspen Avenue, Flagstaff, AZ 86001, and will be posted by the City Clerk at least 24 hours prior to the scheduled meeting. The Clerk's posting shall include the identities of the participants, a detailed description of the subject matter, and shall invite the public to participate. No contacts made by telephone, other than to schedule a public meeting, are permitted. Copies of contacts made by letter, e-mail, or other written method shall be made available to the public, press, and all submitting Providers, upon written request to the City Clerk.

W. Reservation of Rights

There will be no express or implied intent to contract until expressly stated in writing by the City, an award is made, and all conditions stated herein are satisfied. The City reserves the right to reject any or all Proposals, or to withhold the award for any reason it may elect, and to waive or decline to waive irregularities in any Proposal.

X. Protests

1. A protest will be in writing and will be personally delivered or served upon the City Purchasing Director.
2. A protest of a solicitation must be received before the solicitation opening date.
3. A protest of a proposed award or of an award must be received within ten days after the protester knows or should have known the basis of the protest.
4. A protest will consist of the following:
 - a. The name, address, and telephone number of the protester;
 - b. The signature of the protester or its representative;
 - c. Identification of the solicitation or contract number;
 - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - e. The form of relief requested.

RSOQ Attachments – Attachment A

Provider Questionnaire (form) (attach copies of licenses)

References (form)

Exceptions (form) (attach information)

Confidential Materials (form)

Cooperative Purchases (form)

Disclosure (form)

Declaration Related to Solvency (form)

Declaration Related to Gratuities (form)

Declaration of Non-Collusion (form)

Declaration Related to Adverse Position (form)

All completed forms must be submitted with Proposal!

ATTACHMENT A

PROVIDER QUESTIONNAIRE (FORM)

Provider:

Company Name: _____

Doing Business As (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail Address: _____ Website: _____

Taxpayer Identification Number: _____

Mailing Address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Provider Contact for Questions about Proposal:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Transaction Privilege (Sales)Tax/Use Tax Information (check one):

_____ Provider is located outside Arizona (City will pay use tax directly to the AZ Dept of Revenue)

OR

_____ Provider is located in Arizona (Provider must invoice the applicable state and local tax to City, and remit taxes.)

Arizona Department of Revenue TPT License Number: _____
(Attach proof of registration)

Business License Information (check one):

_____ Provider does not have a business location within the City of Flagstaff
OR

_____ Provider has a business location (uses a building) within the City of Flagstaff

Flagstaff TPT/Business License Number: _____

Other Licenses (list any existing licenses you have required for work, e.g., Arizona Registrar of Contractor licenses, and attach copies):

Insurance (who will provide required coverages):

Insurance Company Name _____

Contact & Phone Number _____

Subcontractors:

List any subcontractors to be utilized, if any.

REFERENCES (FORM)

REFERENCES. Please submit at least three (3) and no more than five (5) references for contracts you have performed in the last five (5) years demonstrating experience with providing materials and/or services comparable to the Solicitation. Include sufficient detail for the City to evaluate organization's experience. You should include the name, title, and telephone number of both the current project owner and the project owner at time of work.

Company/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope, and Duration:	
Company/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope, and Duration:	
Company/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:

Project Date, Size, Complexity, Scope, and Duration:	
Company/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope, and Duration:	
Company/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Date, Size, Complexity, Scope, and Duration:	

EXCEPTIONS (FORM)

Notations. Any strikeouts, notes, or modifications to the Solicitation documents shall be initialed in ink by the authorized person who signs the Proposal. If notations are made, they must be submitted with the Proposal and are considered Exceptions.

Exceptions: In addition to any notations on the Solicitation documents, please identify and list any exceptions to the Solicitation, by section/paragraph, on this Exceptions Form. The City reserves the right to reject, accept, or further negotiate Exceptions. Exceptions may render the Proposal non-responsive.

Exceptions to Form of Contract: You may request changes to the form of contract (including any Standard or Special Terms and Conditions) on the Exceptions Form. You may also submit your own form of contract. The City will consider these in the same manner as any other exceptions.

You must indicate any and all exceptions taken to the requirements, specifications, and/or terms and conditions of this Solicitation, including the contract.

Exceptions (INITIAL ONE):

_____ No exceptions

_____ Exceptions taken (describe). Attach additional pages if needed.

CONFIDENTIAL MATERIALS (FORM)

If you believe part of the Proposal is confidential, mark the page(s) "CONFIDENTIAL" and isolate the pages as an attachment to this form. Also include an explanation why they are confidential.

Requests to deem the entire Proposal as confidential will not be considered.

If you want confidential information returned to you after contract award (and you are not selected for contract award), then note this below. You will be responsible for pick up.

Generally, information submitted in response to a Solicitation is subject to disclosure pursuant to the Arizona Public Records Law after contract award.

The information identified as confidential shall not be disclosed until the City makes a written determination whether the information may be treated as confidential. If the City determines it is necessary to disclose the information, the City will inform you in writing.

Confidential/Proprietary Materials (INITIAL ONE):

_____ No confidential/proprietary materials have been included with this Proposal.

_____ Confidential/Proprietary materials are included in this Proposal. See attached.

COOPERATIVE PURCHASES (FORM)

The City of Flagstaff is a member of the Flagstaff Alliance for the Second Century, along with the Coconino County Community College District, Northern Arizona University, Coconino County, and Flagstaff Unified School District. The City of Flagstaff is also a member of S.A.V.E. (Strategic Alliance for Volume Expenditures), which consists of numerous municipalities, counties, universities, colleges, schools, and other Arizona State agencies. Cooperative purchasing arrangements such as the above are sanctioned by state law and allow companies to sell services and materials to any member of a cooperative group under the same pricing, terms, and conditions of contract awarded to the company by any other member, following a competitive procurement process.

Is the organization willing to propose the goods and services solicited under the terms and conditions of this solicitation to other members of the Flagstaff Alliance for the Second Century and S.A.V.E. under the same pricing, terms, and conditions?

Yes No (INITIAL ONE)

If you answered No, that is acceptable. The City will not reject the Proposal or consider it to be non-responsive. If you answered Yes, and a contract is approved, others may seek to do business with you under the same terms and conditions, subject to the Provider's approval.

DISCLOSURE (FORM)

For any item checked YES, you must provide information. Answering YES to one or more questions does not necessarily mean you will be disqualified from this Solicitation. **FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS SOLICITATION.**

1. Has the organization or any affiliate* in the past 5 years: (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment, or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), or (iv) been found in contempt of court, as a result of or in connection with any of the following:
 - a. Any offense relating to integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, price fixing, proposal rigging, restraint of trade, or other antitrust law violation? YES _____
NO _____
 - b. Violation of the terms of any public contract? YES _____
NO _____
 - c. Failure to pay any uncontested debt to a government agency? YES _____
NO _____
 - d. Violation of any law or regulation pertaining to the protection of public health or the environment? YES _____
NO _____

*An "affiliate" of the organization means any person, company, or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, the organization.

2. Has the organization or any affiliate in the past 5 years been named as a party in any lawsuit related to performance of a contract (you do not need to list subcontractor lien claims which have been fully paid/satisfied)?

YES _____ NO _____

3. Has the organization or any affiliate of the organization in the past 5 years been debarred or suspended from submitting proposals on public contracts?

YES _____ NO _____

I hereby verify that the foregoing information and any explanation attached are to the best of my knowledge, true and complete.

Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO SOLVENCY (FORM)

Is the organization currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or has a trustee or receiver been appointed over all or a substantial portion of the property of the organization under federal bankruptcy law or any state insolvency law?

_____ Yes _____ No (INITIAL ONE)

DECLARATION RELATED TO GRATUITIES (FORM)

I hereby verify and declare that, to the best of my knowledge, neither Provider nor anyone associated with Provider has given, offered to give, or 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 Proposal (“Gratuities”).

Signature of Person Authorized to Sign Proposal

DECLARATION OF NON-COLLUSION (FORM)

I hereby verify and declare that:

The pricing for this Proposal has been arrived at independently and without consultation, communication, or agreement with any other Provider who may submit a Proposal.

The pricing for this Proposal has not been disclosed to any other Provider who may submit a Proposal, and will not be, prior to the Closing Date and Time.

No attempt has been made or will be made to induce any Provider or person to refrain from submitting a Proposal, or to submit a Proposal with higher pricing than this Proposal, or to submit an intentionally high or noncompetitive Proposal or other form of complementary Proposal.

This Proposal is made in good faith; not pursuant to any agreement or discussion with, or inducement from, any other person to submit a complementary or other noncompetitive bid.

In the past four (4) years, Provider, its affiliates, subsidiaries, officers, directors, and employees:

1. Have not been under investigation by any governmental agency;
2. Have not been convicted or found liable for any act prohibited by state or federal law in any jurisdiction;
3. Have not been involved in conspiracy or collusion with respect to bidding in any jurisdiction; and
4. Have not been involved in conspiracy or collusion with respect to bidding on any public contract.

Signature of Person Authorized to Sign Proposal

DECLARATION RELATED TO ADVERSE POSITION (FORM)

I hereby verify and declare that, to the best of my knowledge, neither Provider nor anyone associated with Provider has ever made a claim against the City of Flagstaff, filed suit against the City of Flagstaff, or taken an adverse position in a lawsuit filed against the City of Flagstaff. If Provider has ever made a claim, filed suit, or taken an adverse position in a lawsuit against the City of Flagstaff, identify the name of the parties, the year the action was taken, the court where the lawsuit was filed, and the case number. Additionally, provide a brief description of the adverse position. Failure to provide this information may result in a rejection of the Proposal.

Signature of Person Authorized to Sign Proposal

ATTACHMENT B

IF THE FIRM HAS PROPOSED CHANGES TO ANY TERMS OF THE CONTRACT, THEY MUST BE SUBMITTED BY ADDENDUM DURING THE SOLICITATION PHASE.

NO CHANGES TO CONTRACT, TERMS AND CONDITIONS OR INSURANCE REQUIREMENTS WILL BE CONSIDERED AFTER THE CONTRACT HAS BEEN AWARDED

SAMPLE PROFESSIONAL SERVICES CONTRACT

Contract No.: 2025-205

This Contract is entered into this _____ day of _____, 20____ by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and _____, (corporate status) ("Firm").

WHEREAS, the City desires to receive and Firm is able to provide professional services;

NOW THEREFORE, in consideration for the mutual promises contained herein, the City and Firm (the "parties") agree as follows:

SERVICES

1. Scope of Work: Firm shall provide the professional services generally described as follows:

PROFESSIONAL SERVICES

Homebuyer Education and Homebuyer Assistance – Program Administration

and as more specifically described in the scope of work attached hereto as Exhibit A.

2. Schedule of Services: Firm shall perform all work per the schedule set forth in Exhibit A.
3. Standard Terms and Conditions: The City of Flagstaff Standard Terms and Conditions, attached hereto as Exhibit B are hereby incorporated by reference and shall apply to performance of this Contract, except to the extent modified in Exhibit A.
4. Key Personnel/Subcontractors: Firm's Key Personnel, Subcontractors (if any), and contact information are designated in Exhibit A. Key Personnel are those employees whose license number and signature will be placed on key documents and those employees who have significant responsibilities for completion of the services. The City Representative for this Contract has the right to approve any proposed substitution of Key Personnel or Subcontractors.

CITY RESPONSIBILITIES

5. City Representative: The City Representative is Jessica Donohoe, Housing Planner or her designee. All communications to the City shall be through the City Representative. City Representative is responsible for bringing any request for a Contract amendment or price adjustment to the attention of the City Buyer.

6. City Cooperation: City will cooperate with Firm by placing at its disposal all available information concerning the City, City property, or the City project reasonably necessary for Firm's performance of this Contract.

CONTRACT TERM

7. Contract Term: The Contract shall be effective as of the date signed by both parties. Performance shall commence within ten (10) days from the City's issuance of the Notice to Proceed and shall be in force for an initial term of three (3) consecutive years.
8. Renewal: This Contract may be renewed for up to two (2) additional one (1) year terms by mutual written consent of the parties. The City Manager or his designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
9. Termination: This Contract may be terminated pursuant to the Standard Terms and Conditions attached hereto as Exhibit B.

PAYMENT

10. Compensation: Firm shall be paid _____ for satisfactory performance of the services in accordance with the Scope of Work identified in Exhibit A.
11. Price Adjustment: Any price adjustment must be approved by the City in writing as a formal Contract Amendment. The City Council must approve the price adjustment if the annual contract price exceeds \$100,000; otherwise the City Manager or his designee (the Purchasing Director) shall have authority to approve a price adjustment on behalf of the City.

DATA AND RECORDS

12. City Ownership of Document and Data: Any original documents prepared or collected by Firm in performance of this Contract such as models, samples, reports, test plans, survey results, graphics, tables, charts, plans, maps, specifications, surveys, computations and other data shall be the property of City ("City's work product"), unless otherwise agreed by the parties in writing. Firm agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and hereby assigns to the City all rights and interests Firm may have in the materials it prepares under this Contract, including any right to derivative use of the material.
13. Re-Use: The City may use the City's work product without further compensation to Firm; provided, however, that the City's reuse without written verification or adaption by Firm for purposes other than contemplated herein is at the City's sole risk and without liability to Firm. Firm shall not engage in any conflict of interest nor appropriate any portion of the City's work product for the benefit of Firm or any third parties without the City's prior written consent.
14. Delivery of Document and Data: Upon termination of this Contract in whole or part, or upon expiration if not previously terminated, Firm shall immediately deliver to the City copies all of the City's work product and any other documents and data accumulated by Firm in performance of this Contract, whether complete or in process.

INSURANCE

15. Insurance: Firm shall meet insurance requirements of the City, as set forth in Exhibit C.

MISCELLANEOUS

16. Notice: Any notice concerning this Contract shall be in writing and sent by certified mail and email as follows:

To the City:
Emily Markel
Purchasing Manager
City of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
emarkel@flagstaffaz.gov

To Firm:

With a copy to:
Jessica Donohoe, MPA
Housing Planner
Water Services
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
jessica.donohoe@flagstaffaz.gov

17. Authority: Each party warrants that it has authority to enter into this Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into this Contract.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

FIRM

Print name: _____

Title: _____

CITY OF FLAGSTAFF

Print name: _____

Title: _____

Attest:

City Clerk

Approved as to form:

City Attorney's Office

Notice to Proceed issued: _____, 20__

EXHIBIT A

SCOPE OF WORK

(Scope of Work will be Finalized Upon Contracting)

EXHIBIT B

STANDARD TERMS AND CONDITIONS

(Last Updated January 19, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

IN GENERAL

1. **PARTIES:** The City of Flagstaff ("City") and the contractor identified in the Contract ("Contractor") may be referred to individually as "Party" or collectively as "Parties".
2. **NOTICE TO PROCEED:** Contractor shall not commence performance until after the City has issued a Notice to Proceed.
3. **LICENSES AND PERMITS:** Contractor its expense shall maintain current federal, state, and local licenses, permits and approvals required for performance of the Contract and provide copies to City upon request.
4. **COMPLIANCE WITH LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, standards, codes and ordinances in performance of the Contract.
5. **NON-EXCLUSIVE:** Unless expressly provided otherwise in the Contract, the Contract is non-exclusive and the City reserves the right to contract with others for materials or services.
6. **SAMPLES:** Any sample submitted to the City by the Contractor and relied upon by City as representative of quality and conformity, shall constitute an express warranty that all materials and/or service to be provided to City shall be of the same quality and conformity.

MATERIALS

7. **PURCHASE ORDERS:** The City will issue a purchase order for the materials covered by the Contract, and such order will reference the Contract number.
8. **QUALITY:** Contractor warrants that all materials supplied under the Contract will be new and free from defects in material or workmanship. The materials will conform to any statements made on the containers or labels or advertisements for the materials and will be safe and appropriate for use as normally used. The City's inspection, testing, acceptance or use of materials shall not serve to waive these quality requirements. This warranty shall survive termination or expiration of the Contract.
9. **ACCEPTANCE:** All materials and services provided by Contract are subject to final inspection and acceptance by the City. Materials and services failing to conform to the Contract specifications may be rejected in whole or part. If rejected, Contractor is responsible for all costs associated arising from rejection.
10. **MANUFACTURER'S WARRANTIES:** Contractor shall deliver all Manufacturer's Warranties to the City upon the City's acceptance of the materials.

11. **PACKING AND SHIPPING:** Contractor shall be responsible for industry standard packing which conforms to requirements of carrier's tariff and ICC regulations. Containers shall be clearly marked as to lot number, destination, address and purchase order number. All shipments shall be F.O.B. Destination, City of Flagstaff, 211 West Aspen Avenue, Flagstaff, Arizona 86001, unless otherwise specified by the City. C.O.D. shipments will not be accepted.
12. **TITLE AND RISK OF LOSS:** The title and risk of loss of material shall not pass to the City until the City actually receives the material at the point of delivery and the City has completed inspection and has accepted the material, unless the City has expressly provided otherwise in the Contract.
13. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach and Contractor shall not have the right to substitute a conforming tender without prior written approval from the City.
14. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor may not substitute nonconforming materials and/or services. Delivery of nonconforming materials and/or services, or a default of any nature, shall constitute a breach of the Contract as a whole.
15. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials.
16. **LIENS:** All materials and other deliverables supplied to the City shall be free of all liens, other than the security interest held by Contractor, until payment in full is made by the City. Upon request of the City, Contractor shall provide a formal release of all liens.
17. **CHANGES IN ORDERS:** The City reserves the right at any time to make changes in any one or more of the following: (a) methods of shipment or packing; (b) place of delivery; and (c) quantities. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be evidenced in writing and approved by the City Purchasing Director prior to the institution of the change.

PAYMENT

18. **INVOICES:** A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the Contract and/or Purchase Order number and dates when goods had been shipped or work performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory materials and/or services received and accepted by City.
19. **LATE INVOICES:** The City may deduct up to 10% of the payment price for late invoices. The City operates on a fiscal year budget, from July 1 through the following June 30. Except in unusual circumstances, which are not due to the fault of Contractor, the City will not honor any invoices or claims submitted after August 15 for materials or services supplied in the prior fiscal year.

- 20. TAXES:** Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees as required.

Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in the Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the Contract award process. In this event, taxes shall be identified as a separate line item in Contractor's invoices.

- 21. FEDERAL EXCISE TAXES:** The City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request.
- 22. FUEL CHARGES:** Contractor at its own expense is liable for all fuel costs related to performance. No fuel surcharges will be accepted or paid by the City.
- 23. DISCOUNTS:** If the Contract provides for payment discounts, payment discounts will be computed from the later date of the following: (a) when correct invoice is received by the City; or (b) when acceptable materials and/or materials were received by the City.
- 24. AMOUNTS DUE TO THE CITY:** Contractor must be current and remain current in all obligations due to the City during performance. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and charges owed to the City under the Contract.
- 25. OFAC:** No payments may be made to any person in violation of Office of Foreign Assets Control regulations. 31 C.F.R. Part 501.

SERVICES

- 26. INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.
- 27. CONTROL:** Contractor shall be responsible for the control of the work.
- 28. WORK SITE:** Contractor shall inspect the work site and notify the City in writing of any deficiencies or needs prior to commencing work.
- 29. SAFEGUARDING PROPERTY:** Contractor shall responsible for any damage to real property of the City or adjacent property in performance of the work and safeguard the worksite.
- 30. QUALITY:** All work shall be of good quality and free of defects, performed in a diligent and professional manner.
- 31. ACCEPTANCE:** If the City rejects Contractor's work due to noncompliance with the Contract, the City, after notifying Contractor in writing, may require Contractor to correct the

deficiencies at Contractor's expense, or cancel the work order and pay Contractor only for work properly performed.

32. **WARRANTY:** Contractor warrants all work for a period of one year following final acceptance by the City. Upon receipt of written notice from the City, Contractor at its own expense shall promptly correct work rejected as defective or as failing to conform to the Contract, whether observed before or after acceptance, and whether or not fabricated, installed or completed by Contractor, and shall bear all costs of correction. If Contractor does not correct deficiencies within a reasonable time specified in the written notice from the City, the City may perform the work and Contractor shall be liable for the costs. This one year warranty is in addition to and does not limit Contractor's other obligations herein. This warranty shall survive termination or expiration of the Contract.

INSPECTION, RECORDS, ADMINISTRATION

33. **RECORDS:** The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five years after completion of the Contract.
34. **RIGHT TO INSPECT BUSINESS:** The City shall have the right to inspect the place of business of the Contractor or its subcontractor during regular business hours at reasonable times, to the extent necessary to confirm Contract performance.
35. **PUBLIC RECORDS:** The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential", the City will endeavor to notify Contractor prior to release of such information.
36. **CONTRACT ADMINISTRATION:** Contractor will be required to participate in the City's contract administration process. Contractor will be closely monitored for Contract compliance and will be required to promptly correct any deficiencies.

INDEMNIFICATION

37. **GENERAL INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense, arising out of the acts, errors, or omissions of Contractor, its officers, agents, employees, and subcontractors, in performing or failing to perform the responsibilities identified in the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects, and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.
38. **INTELLECTUAL PROPERTY INDEMNIFICATION:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from and against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of the alleged infringement of any patent, trademark or copyright or other proprietary rights of any third-parties arising out of Contract performance

or use by the City of materials furnished or work performed under the Contract. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

- 39. NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall indemnify and hold the City, and its officers, agents, employees, and subcontractors, harmless from an against any third-party claims, actions, liabilities, costs, including reasonable attorneys' fees and other costs of defense arising out of all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. In the event any such action or claim is brought against the City, Contractor shall, if the City so elects and upon tender by the City: (a) defend the same at Contractor's sole cost and expense; and/or (b) promptly satisfy any judgment adverse to the City; or (c) reimburse the City for any loss, cost, damage, or expense, including attorneys' fees, suffered or incurred by the City. The City shall notify Contractor, within a reasonable time, of any claim, threat of claim, or legal action as it relates to the responsibilities identified in the Contract. This indemnification shall survive termination or expiration of the Contract.

CONTRACT CHANGES

- 40. PRICE INCREASES:** Except as expressly provided for in the Contract, no price increases will be approved.
- 41. COMPLETE AGREEMENT:** The Contract is intended to be the complete and final agreement of the Parties.
- 42. AMENDMENTS:** The Contract may be amended by written agreement of the Parties.
- 43. SEVERABILITY:** If any term or provision of the Contract is found by a court of competent jurisdiction to be illegal or unenforceable, then such term or provision is deemed deleted and the remainder of the Contract shall remain in full force and effect.
- 44. NO WAIVER:** Both Parties have the right insist upon strict performance of the Contract, and the prior failure of a Party to insist upon strict performance, or a delay in any exercise of any right or remedy, or acceptance of materials or services, shall not be deemed a waiver of any right to insist upon strict performance.
- 45. ASSIGNMENT:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. Any

assignment without such consent shall be null and void. No assignment shall relieve Contractor (Assignor) from any of its obligations and liabilities under the Contract with respect to the City. The Purchasing Director shall have authority to consent to an assignment on behalf of the City.

46. **BINDING EFFECT:** The Contract shall be binding upon and inure to the benefit of the Parties and their successors and assigns.

EMPLOYEES AND SUBCONTRACTORS

47. **SUBCONTRACTING:** Contractor was selected for its special knowledge, skills, and expertise, and shall not assign the services/materials required in the Contract, in whole or in part, without the City's prior written consent, which may be withheld for any reason. The City reserves the right to withhold consent if the subcontractor is deemed irresponsible and/or subcontracting may negatively affect performance. All subcontracts shall comply with the underlying Contract. Contractor is responsible for Contract performance whether or not subcontractors are used.

48. **NONDISCRIMINATION:** Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, familial status and represents and warrants that it complies with all applicable federal, state and local laws and executive orders regarding employment. In addition, any Contractor whose business is located within City of Flagstaff limits shall comply with the City Code, Chapter 14-02, *Civil Rights*, which also prohibits discrimination based on sexual orientation, or gender identity or expression.

49. **DRUG FREE WORKPLACE:** The City has adopted a Drug Free Workplace policy for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor's personnel shall abstain from use or possession of illegal drugs while engaged in performance of the Contract.

50. **IMMIGRATION LAWS:** Pursuant to A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and federal immigration laws and regulations shall constitute a material breach of the Contract and shall subject Contractor to penalties up to and including termination of the Contract. The City may, at its sole discretion, conduct random verification of the employment records of the employees of the Contractor and any subcontractors to ensure compliance with all state and federal immigration laws and regulations. Neither Contractor nor any subcontractor shall be deemed to have materially breached the Contract if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A).

DEFAULT AND TERMINATION

51. **TERMINATION FOR DEFAULT:** Prior to terminating the Contract for a material breach, the non-defaulting Party shall give the defaulting Party written notice and reasonable opportunity to cure the default, not to exceed thirty (30) days unless a longer period of time is granted by the non-defaulting Party in writing. In the event the breach is not timely cured,

or in the event of a series of repeated breaches the non-defaulting Party may elect to terminate Contract by written notice to Contractor, which shall be effective upon receipt. In the event of default, the Parties may execute all remedies available at law in addition to the Contract remedies provided for herein.

52. **CITY REMEDIES:** In the event of Contractor's default, the City may obtain required materials and/or services from a substitute contractor, and Contractor shall be liable to the City to pay for the costs of such substitute service. The City may deduct or offset the cost of substitute service from any balance due to Contractor, and/or seek recovery of the costs of substitute service against any performance security, and/or collect any liquidated damages provided for in the Contract. Remedies herein are not exclusive.
53. **CONTRACTOR REMEDIES:** In the event of the City's default, Contractor may pursue all remedies available at law, except as provided for herein.
54. **TERMINATION FOR NONAPPROPRIATION OF FUNDS:** The City may terminate all or a portion of the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
55. **TERMINATION FOR CONVENIENCE:** Unless expressly provided for otherwise in the Contract, the Contract may be terminated in whole or part by the City for convenience upon thirty (30) days written notice, without further penalty or liability to Contractor. If the Contract is terminated, City shall be liable only for payment for satisfactory materials and/or services received and accepted by the City before the effective date of termination.
56. **TERMINATION DUE TO INSOLVENCY:** If Contractor becomes a debtor in a bankruptcy proceeding, or a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Contractor under federal bankruptcy law or any state insolvency law, Contractor shall immediately provide the City with a written notice thereof. The City may terminate the Contract, and Contractor is deemed in default, at any time if the Contractor becomes insolvent, or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's ability to perform under the Contract.
57. **PAYMENT UPON TERMINATION:** Upon termination of the Contract, the City will pay Contractor for satisfactory performance up until the effective date of termination. The City shall make final payment within thirty (30) days from receipt of the Contractor's final invoice.
58. **CANCELLATION FOR GRATUITIES:** The City may cancel the Contract at any time, without penalty or further liability to Contractor, if City determines that Contractor has given or offered to give any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with award or performance of the Contract.
59. **CANCELLATION FOR CONFLICT OF INTEREST:** Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three years after its execution, without penalty or further liability to Contractor.

MISCELLANEOUS

- 60. COOPERATIVE PURCHASE CONTRACTS:** Presuming that Contractor agreed to such during the procurement process, Contractor will enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to sell materials and services to any member of a cooperative group under the same pricing, terms and conditions of the contract awarded to the Contractor by the public procurement unit, following a competitive procurement process.
- 61. ADVERTISING:** Contractor shall not advertise or publish information concerning its Contract with the City without the prior written consent of the City.
- 62. NOTICES:** All notices given pursuant to the Contract shall be delivered at the addresses as specified in the Contract or updated by Notice to the other Party. Notices may be: (a) personally delivered, with receipt effective upon personal delivery; (b) sent via certified mail, postage prepaid, with receipt deemed effective four days after being sent; or (c) sent by overnight courier, with receipt deemed effective two days after being sent. Notice may be sent by email as a secondary form of notice.
- 63. THIRD PARTY BENEFICIARIES:** The Contract is intended for the exclusive benefit of the parties. Nothing herein is intended to create any rights or responsibilities to third parties.
- 64. GOVERNING LAW:** The Contract shall be construed in accordance with the laws of Arizona.
- 65. FORUM:** In the event of litigation relating to the Contract, any action at law or in equity shall be filed in Coconino County, Arizona.
- 66. ATTORNEYS' FEES:** If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees and expenses.
- 67. FORCE MAJUERE:**
- a. There may be events that occur during the term of the Contract that are beyond the control of both the City and Contractor, including events of war, floods, labor, disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, forest fires, and other acts of God ("Events"). These Events may result in a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables that are the subject of the Contract.
 - b. There shall be no claims arising from a temporary delay of contractual deliverables, or the permanent inability to provide the contractual deliverables caused by the Events and the City shall not pay additional costs incurred by Contractor as a result of such Events.
 - c. The Parties shall act in good faith to extend the Contract completion date without any penalty to Contractor and that the extension will be in an amount of time equal to any temporary delay. This provision of the Contract supersedes all other terms regarding temporary delay, permanent shut down, or increased costs.

- 68. NO BOYCOTT OF ISRAEL:** Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
- 69. CHANGES TO CONTRACT:** The Contract shall not be modified within the first year after Contract award where: (a) an amendment may result in a competitive advantage that was not made available to other proposers/bidders; or (b) requests for changes may delay commencement of performance.
- 70. FORCED LABOR OF ETHNIC UYGHURS:** If Contractor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify the City within five (5) business days after becoming aware of the noncompliance. If the Contractor does not provide the City with a written certification that the Contractor has remedied the noncompliance within 180 days after notifying the City of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

EXHIBIT C

STANDARD INSURANCE REQUIREMENTS

(Last Updated January 19, 2023)

*The term "Contractor" may substitute for the term "vendors," "consultants," or "firms," depending on the purpose of the underlying Contract.

1. **IN GENERAL:** Contractor shall maintain insurance against claims for injury to persons or damage to property, arising from performance of or in connection with the Contract by Contractor, its agents, representatives, employees, and/or subcontractors.
2. **REQUIREMENT TO PROCURE AND MAINTAIN:** Each insurance policy required by the Contract shall be in effect at, or before, commencement of work under the Contract and shall remain in effect until all of Contractor's obligations under the Contract have been met, including any warranty periods. Contractor's failure to maintain the insurance policies as required by the Contract, or to provide timely evidence of renewal, will be considered a material breach of the Contract.
3. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

a. Commercial General Liability - Occurrence Form	
General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000
b. Umbrella Coverage	\$2,000,000
c. Automobile Liability	
Any Automobile or Owned, Hired, and Non-owned Vehicles	\$1,000,000
Combined Single Limit Per Accident for Bodily Injury & Property Damage	
d. Workers' Compensation and Employer's Liability	
Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000
e. Professional Liability	\$2,000,000

f. Network Security and Privacy Liability

Per claim	\$2,000,000
Annual Aggregate	\$2,000,000

4. **NETWORK SECURITY AND PRIVACY LIABILITY:** Contractor shall maintain the requisite insurance requirements covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, including but not limited to, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for the City. The insurance policy shall include coverage for third-party claims. The insurance policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.
5. **SELF-INSURED RETENTION:** Any self-insured retentions must be declared to and approved by the City. If not approved, the City may require that Contractor reduce or eliminate such self-insured retentions with respect to the City, its officers, agents, employees, and/or subcontractors. Contractor shall be solely responsible for any self-insured retention amounts. The City at its option may require Contractor to secure payment of such self-insured retention by a surety bond or irrevocable and unconditional letter of credit.
6. **OTHER INSURANCE REQUIREMENTS:** The insurance policies shall contain, or be endorsed to contain, the following provisions:
- a. Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.
 - b. Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.
 - c. Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.
 - d. Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

f. Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

7. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, cancelled, and/or reduced in coverage or in limits unless prior written notice has been given to the City. Notices required by this section shall be sent directly to the Procurement Agent and shall reference the Contract Number.
8. **ACCEPTABILITY OF INSURERS:** Contractor shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The City does not represent or warrant that the above required minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.
9. **CERTIFICATES OF INSURANCE:** Contractor shall furnish the City with certificates of insurance (ACORD form) as required by the Contract. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance. The City Contract number shall be noted on the certificates of insurance. If requested by the City, all certificates of insurance and endorsements must be received and approved by the City before the Contractor commences work.
10. **POLICIES:** The City reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by the Contract. The City shall not be obligated, however, to review any insurance policies or to advise Contractor of any deficiencies in such policies and endorsements. The City's receipt of Contractor's policies or endorsements shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under the Contract.
11. **MODIFICATIONS:** Any modification or variation from the insurance requirements in the Contract must have the prior approval of the City's Attorney's Office in consultation with the City's Risk Manager, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by their handwritten revision and notation to the foregoing insurance requirements.

END OF RSOQ