

COOPERATIVE PURCHASE CONTRACT

Contract No. 2026-141

This Cooperative Purchase Contract is made and entered into this _____ day of _____, 20____ by and between the City of Flagstaff, Arizona, a political subdivision of the State of Arizona ("City") and Interim Public Management, LLC, an Arizona limited liability company ("Contractor").

RECITALS:

- A. Contractor has Contract No. 163576-0 with the City of Phoenix to provide executive level consultant services and/or assist with the selection and placement of experience and qualified individuals to fill an open position within the City of Flagstaff on an interim basis ("Agency Contract"), which was awarded through a competitive and open procurement process; and
- B. The City has authority to enter into a cooperative purchase contract with Contractor utilizing the Agency Contract.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the Parties agree as follows:

1. Scope of Work: Contractor shall provide to the City professional executive level consulting services on an as needed basis in accordance with the Scope of Work defined in the Agency Contract (relevant section attached hereto as Scope of Work, Exhibit A).
2. Payment:
 - 2.1. Payment to Contractor for the services provided under the Contract shall not exceed **two hundred thousand dollars and zero cents (\$200,000.00), annually**, for the term of the Contract.
 - 2.2. Payment shall be made in accordance with the price list and terms set forth in the Agency Contract (relevant section attached hereto as Pricing, Exhibit B).
 - 2.3. Any adjustment to the Payment amount must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the amendment increase is less than \$100,000; otherwise, City Council approval is required.
3. Specific Requirements of City: Contractor shall comply with all specific purchase and delivery requirements and/or options of City, as specified in the Schedule which shall be completed at the time the services are requested (a sample Schedule is attached hereto as Exhibit C).
4. Terms and Conditions of Agency Contract Apply: All provisions of the Agency Contract documents attached as Exhibit D, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein. Contractor is responsible for promptly notifying City in writing of any changes to the Agency Contract related to price for services.

- 5. Certificates of Insurance: All insurance provisions of the Agency Contract shall apply, including any requirement to name the City as an additional insured. If requested, Contractor shall furnish City with a copy of the current Certificate of Insurance required by the Agency Contract.
- 6. Term and Renewal: This Cooperative Purchase Contract shall commence upon execution by the Parties and shall continue until July 1, 2030.
- 7. Notice: Any formal notice required under the Contract shall be in writing and sent by certified mail and email as follows:

To the City:
 Joanne Keene
 City Manager
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
Joanne.keene@flagstaffaz.gov

To Contractor:
 Tim Pickering
 President & CEO
 Interim Public Management
 29408 N. Verde River Way W.
 Scottsdale, AZ 85263
 (480) 577-0949
Tim@IPMaz.com

With a copy to:
 Patrick Brown
 Purchasing Director
 City of Flagstaff
 211 W. Aspen Ave.
 Flagstaff, AZ 86001
PBrown@flagstaffaz.gov

- 8. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

IN WITNESS WHEREOF, the Parties hereto have executed the Contract as of the date indicated.

City of Flagstaff

Contractor

By: _____
 City Manager

By: _____

Title: _____

Dated: _____

Dated: _____

Attest:

Approved as to form:

 City Clerk

 City Attorney

EXHIBIT A - SCOPE OF WORK

Request For Qualification #RFQu 25-0530
Title: Interim Executives

3. Scope of Work

3.1. 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 1.7 million) and the fifth largest city in the United States. The City employs a workforce of over 14,000 employees. Most of the workforce is represented by five labor unions and two associations.

3.2. 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.

3.3. RETAINER LETTER AND SCHEDULE OF ENGAGEMENT

Service requests will be issued by the City in one of two formats:

1. City provided Interim Executive Services
2. Contractor provided Interim Executive Services

Services will be reimbursed by the City in accordance with the format requested by the City.

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

City sourced Candidate

There may be service requests where the City has identified a potential Interim Executive. In these circumstances, the Contractor would be required to process the candidate and administer the payroll function.

The City will provide the resume and candidate information to the Contractor.

Retainer Letter

The Retainer Letter is drafted by the Contractor and signed by the City after a City executive representative requests Interim Executive Services from the Contractor. The Retainer Letter serves as the official request by the City to begin the Interim Executives process for the City.

This letter must include the following:

- A. Date of City's request
- B. Name of City Executive Representative

C. Applicable fees included in Section 4 – Pricing Proposal

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.

Contractor sourced Candidate

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:

- A. Date of City's request
- B. Name of City Executive Representative
- C. Number of confidential resumes that will be provided by Contractor
- D. Date the City will receive the resumes
- E. Applicable fees included in Section 4 – Pricing Proposal

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.

3.4. CITY CLASSIFICATIONS AND PAY RANGES

Information on City job classifications and pay ranges can be found at the following website:

<https://www.phoenix.gov/hr/job-descriptions>



CONTRACT AMENDMENT

Effective Date	8/15/2025
Solicitation No.	RFQu 25-0530
SRM/SAP Contract No.	4701011080
City Clerk Contract No.	163576
Ordinance No. and Date	S-51998; 06/04/25
Amendment No.	<u>001</u>
Contract Title	Interim Executives
Contractor	Interim Public Management, LLC
Contractor Email	tim@interimpbublicmanagement.com
Buyer Name	Larry Jue
Telephone No.	602-256-3478
Buyer Email	larry.jue@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. Pursuant to Section 5 (Standard Terms and Conditions), Subsection 5.5 (Contract Changes), Paragraph A (Contract Amendments), this amendment revises the unit of measure to hourly and weekly rates by replacing "RFQu 25-0530 Interim Executives, Pricing Proposal – Best and Final Offer (BAFO)", located at page 79 of Contract No. 163576, with the attached Exhibit A.
2. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not, the original Agreement will govern to the extent necessary to support the intent of the Agreement.

ALL OTHER CONTRACT PRICES, TERMS,
AND CONDITIONS WILL REMAIN THE SAME

"City"

City of Phoenix,
A municipal corporation
Jeffrey Barton, City Manager

By: 

Adriana Phillips
Assistant Finance Director

"Contractor"

Interim Public Management, LLC

Contractor acknowledges receipt of, and
agreement with, the amendment. A signed
copy must be returned to the Finance
Department, Procurement Division

By: 

Name: Tim Pickering

Title: President & CEO

Date: 8.8.25

Attest:



City Clerk

_____ this 12 day of August 2025

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: Karen Stillwell
Karen L. Stillwell
Assistant Chief Counsel 08/12/2025

emm



Exhibit A
RFQu 25-0530 Interim Executives
Candidates sourced by the City of Phoenix:

INTERIM EXECUTIVE		BILLABLE RATES	
1	City Manager /Asst. City Manager	\$ <u>302.00</u> per Hour	\$ <u>12,088</u> per Week
2	Deputy City Manager	\$ <u>209.00</u> per Hour	\$ <u>8,366</u> per Week
3	Department Head/Assistant Department Head	\$ <u>184.00</u> per Hour	\$ <u>7,372</u> per Week
4	Police Chief	\$ <u>214.00</u> per Hour	\$ <u>8,568</u> per Week
5	Deputy Department Heads/Middle Managers	\$ <u>136.00</u> per Hour	\$ <u>5,430</u> per Week

Candidates sourced by the Contractor:

INTERIM EXECUTIVE		BILLABLE RATES	
1	City Manager /Asst. City Manager	\$ <u>302.00</u> per Hour	\$ <u>12,088</u> per Week
2	Deputy City Manager	\$ <u>209.00</u> per Hour	\$ <u>8,366</u> per Week
3	Department Head/Assistant Department Head	\$ <u>184.00</u> per Hour	\$ <u>7,372</u> per Week
4	Police Chief	\$ <u>214.00</u> per Hour	\$ <u>8,568</u> per Week
5	Deputy Department Heads/Middle Managers	\$ <u>136.00</u> per Hour	\$ <u>5,430</u> per Week

Retainer Fees:

1	Retainer Fees – The Retainer Fee for a given search will be credited to the City if Contractor ultimately is engaged to provide the contemplated services.	\$ <u>3,000</u> Each
2	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: <ul style="list-style-type: none"> • 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 inters (which eliminates the City's staff time and allows for a coordinated effort, background searches and vetting of potential candidates) and related contract administration. 	Included

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.

EXHIBIT C

SCHEDULE []
TO
PROFESSIONAL SERVICES AGREEMENT

Effective Date of Schedule: [Insert date]

Client: [Insert Client name and State]

Services: [Insert description]

Expected Commencement Date for Engagement: [Insert date]

Expected Services Performance Schedule: [Insert number] days per week, typically [Insert weekdays]

Fees: Client shall pay to IPM the Fees set forth below, in consideration of the Services rendered by IPM hereunder:

Services Fees	The Client shall pay IPM the following fee for each for each week during which the Consultant or other IPM representatives provide Services per the Expected Services Performance Schedule to the Client: \$[Insert amount] per week, per Consultant or other IPM resource.
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The Services Fees set forth above shall increase by five percent on [Insert date] and annually thereafter. Services Fees may be prorated by IPM as appropriate. If Client expressly approves or requests that a Contractor work overtime hours, and if IPM is required to pay such Consultant overtime rates for such work, Client hereby agrees that its rates for such Consultant with respect to such overtime hours shall be 1.5 times the Services Fees rates set forth above.

Expenses. Client shall reimburse IPM for the following expenses:

- Actual cost for business-related meals, mileage at IRS standard rates, lodging, supplies, copies, postage, and other customarily reimbursed expenses reasonably related to the performance of the Services; and
- An administrative charge of 15% on all reimbursed expenses.

Term: This Schedule shall commence upon its stated Commencement Date and shall continue until [Insert date] and shall continue month to month after said date. After [Insert date], this Schedule may be terminated (a) by either party without cause by providing the other party 30 days' prior written notice of termination; or (b) by either party with cause by providing the other party at least fifteen (15) days' prior written notice of termination for cause, provided that if the party giving such notice agrees that such cause has been cured during the first seven (7) days of such notice period then such notice of termination shall have no force or effect. Should the Client terminate the agreement before [Insert date], Client shall pay to IPM as a termination fee and not as a penalty fifty percent (50%) of the Services Fee set forth above for each week remaining between the date of Client's early termination and [Insert date].

EXHIBIT C

IN WITNESS WHEREOF the parties have executed this Schedule, effective on the Effective Date described above.

Client: [Insert Client name]

ATTEST:

By: [Insert name and title of signer]

Date

Agreed to and accepted by Interim Public Management, LLC:

By: _____
Tim Pickering, President and CEO Date

SAMPLE

163576--0



City of Phoenix

REQUEST FOR QUALIFICATIONS
RFQ_u 25-0530
INTERIM EXECUTIVES

City of Phoenix
Finance Central Procurement
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003

RELEASE DATE: February 27, 2025

DEADLINE FOR QUESTIONS: March 6, 2025

RESPONSE DEADLINE: March 19, 2025, 2:00 pm

City of Phoenix
REQUEST FOR QUALIFICATION
RFQu 25-0530
Interim Executives

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Submittal Attachments:

- A – Submittal Form – Costs and Payments
- B – Submittal Form – Conflict of Interest and Transparency
- C – Submittal Form – Offer Signature Page
- D – Submittal Form – References

1. Introduction

1.1. Summary

The City of Phoenix, Human Resources Department, is seeking offers from qualified firms or sole proprietors who can provide Professional Interim Executive Services, on an as-needed basis.

1.2. Contact Information

Audra DeVictor

Finance Procurement Officer
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003
Email: audra.devictor@phoenix.gov
Phone: (602) 534-2438

Department:

Finance Central Procurement

1.3. Timeline

Schedule of Events

The City reserves the right to change dates, times, and locations, as necessary. All times are local Phoenix time. The City does not always hold a Pre-Offer Conference or Site Visit.

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (Audra DeVictor) at (602) 534-2438/Voice or 711/TTY, or audra.devictor@phoenix.gov, no later than two (2) weeks prior to the meeting.

Solicitation Issue Date	February 27, 2025
Pre-Offer Conference (Non-Mandatory)	March 6, 2025, 9:00am Pre-Offer Conference Registration Link
Written Inquiries Due Date	March 6, 2025, 5:00pm
Written Responses Date	March 11, 2025, 5:00pm
Offer Due Date	March 19, 2025, 2:00pm Please submit all offers electronically to procurement@phoenix.gov .

2. Instructions

2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for Interim Executive services for the City's Human Resources Department, on an as-needed basis, for a five-year contract commencing on or about July 1, 2025, in accordance with the specifications and provisions contained herein or the "Effective Date" which is upon award by City Council, conditioned upon signature and recording by the City Clerk's department, as required by the Phoenix City Code, whichever is later.

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

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.

2.2. City's Vendor Self-Registration and Notification

Vendors 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.

2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

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.

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

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 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:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.

- D. 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.

2.4. Fixed Offer Price Period

All offers shall be firm and fixed for a period of 180 calendar days from the solicitation opening date.

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. 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, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

2.6. 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.

2.7. 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 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. Certifications

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

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

2.12. 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.

Offers must be submitted electronically by email to procurement@phoenix.gov and the following information should be noted in the email:

Email Subject Line should state "[insert Solicitation number and Title]" for "[insert Company Name]"

Contents in the Email body:

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date
- F. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically

may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

- G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

2.13. 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. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

2.14. 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 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 business 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. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

2.15. Special Requirements

The Offeror(s) must be Certified (please refer to the Scope of Work for General and Specific Requirements) and registered with the appropriate regulatory agency.

In order for an RFQu 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.

2.16. Qualification Criteria

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

- A. Offeror must have been in business at least five (5) consecutive years providing related services as listed in this solicitation, within the last seven (7) years.
- B. Have a minimum of five (5) years' experience providing all of the services as listed in this solicitation for private and public entities. Experience with government agencies that is comparable in size to the City of Phoenix is preferred.

2.17. Content of Response

The Offerors' response shall be submitted in accordance with the requirements listed in 9. Submittals section.

2.18. Evaluation and Selection

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.

RFQu responses should be concise, well-organized per the requested information, clearly written and limited to no more than 40 pages including resumes. The review process places considerable emphasis on the responsiveness of the RFQu response to the requirements outlined above. RFQu responses that are not written specifically in response to this request cannot receive serious consideration.

All RFQu responses will be evaluated based on the criteria listed above in the Qualifications Section of this RFQu.

The firms under consideration for this RFQu, will be evaluated in accordance with the solicitation by an Evaluation Committee and/or the Procurement Officer. 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.

2.19. Agreement

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 RFQu.

The language contained in this RFQu and the Offeror's statement of qualifications will form the basis of any resulting Contract. However, this RFQu 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).

2.20. Solicitation Transparency Policy

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.

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the 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.

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

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.

"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.

2.21. Protest Process

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.

Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.

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.

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.

All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

- Identification of the solicitation number;
- The name, address and telephone number of the protester;
- A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
- The form of relief requested; and
- The signature of the protester or its authorized representative.

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.

2.22. 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 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.

2.23. Late Offers

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

2.24. 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 Offer 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.

2.25. Contract Award

The City reserves the right to multiple award.

2.26. Determining Responsiveness and Responsibility

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

Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

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.

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, and facilities for conducting the work to be performed.

The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on 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.

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.

2.27. Detailed Evaluation of Offers and Determination of Competitive Range

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion except price. The Procurement Officer will score the price, which will be added to the overall consensus score. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

2.28. Offers Not Within the Competitive Range

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

2.29. Discussions with Offerors in the Competitive Range

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

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

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

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

otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

2.30. Best and Final Offers (BAFO)

A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.

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

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

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

3. Scope of Work

3.1. 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 1.7 million) and the fifth largest city in the United States. The City employs a workforce of over 14,000 employees. Most of the workforce is represented by five labor unions and two associations.

3.2. 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.

3.3. RETAINER LETTER AND SCHEDULE OF ENGAGEMENT

Service requests will be issued by the City in one of two formats:

1. City provided Interim Executive Services
2. Contractor provided Interim Executive Services

Services will be reimbursed by the City in accordance with the format requested by the City.

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

City sourced Candidate

There may be service requests where the City has identified a potential Interim Executive. In these circumstances, the Contractor would be required to process the candidate and administer the payroll function.

The City will provide the resume and candidate information to the Contractor.

Retainer Letter

The Retainer Letter is drafted by the Contractor and signed by the City after a City executive representative requests Interim Executive Services from the Contractor. The Retainer Letter serves as the official request by the City to begin the Interim Executives process for the City.

This letter must include the following:

- A. Date of City’s request
- B. Name of City Executive Representative

C. Applicable fees included in Section 4 – Pricing Proposal

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.

Contractor sourced Candidate

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:

- A. Date of City's request
- B. Name of City Executive Representative
- C. Number of confidential resumes that will be provided by Contractor
- D. Date the City will receive the resumes
- E. Applicable fees included in Section 4 – Pricing Proposal

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.

3.4. CITY CLASSIFICATIONS AND PAY RANGES

Information on City job classifications and pay ranges can be found at the following website:

<https://www.phoenix.gov/hr/job-descriptions>

4. Pricing Proposal

- (A) The Contractor shall submit the all-inclusive billable rate as an hourly rate for each Executive Title listed below. The prices shall be all-inclusive and include all pertinent additional fees normally associated with this type of service. No additional charges shall be allowed.
- (B) The Contractor shall provide itemization of the costs included in the hourly rate. To include but not limited to: mark-up, administrative fees, benefits, personnel rates, etc.

Candidates sourced by the City of Phoenix:

INTERIM EXECUTIVE		HOURLY RATE
1	City Manager /Asst. City Manager	\$ _____
2	Deputy City Manager	\$ _____
3	Department Head/Assistant Department Head	\$ _____
4	Police Chief	\$ _____
5	Deputy Department Heads/Middle Managers	\$ _____
TOTAL (Sum of rows 1-5)		\$ _____

Candidates sourced by the Contractor:

INTERIM EXECUTIVE		HOURLY RATE
1	City Manager /Asst. City Manager	\$ _____
2	Deputy City Manager	\$ _____
3	Department Head/Assistant Department Head	\$ _____
4	Police Chief	\$ _____
5	Deputy Department Heads/Middle Managers	\$ _____
TOTAL (Sum of rows 1-5)		\$ _____

5. Standard Terms and Conditions

5.1. Definition of Key Words Used in the Solicitation

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

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror 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.

"Chief Procurement Officer" 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 Offers, 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, Offers, 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.

5.2. Contract Interpretation

- A. **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.
- B. **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:
1. Federal terms and conditions, if any
 2. Special terms and conditions
 3. Standard terms and conditions
 4. Amendments
 5. Statement or scope of work
 6. Specifications
 7. Attachments
 8. Exhibits
 9. Instructions to Contractors
 10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement 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 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.
- D. 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.

- E. **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.
- F. **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.
- G. **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.
- H. **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.
- I. **Facsimile or Electronic Signature:** Electronic signatures are valid under Arizona law. Either or all parties may execute this Agreement by scanned or electronic signature, and any such scanned or electronic signature shall be deemed an original, valid, and binding signature if issued with proper signature authority.

5.3. Contract Administration and Operation

- A. **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 Contractor has in place.
- B. **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.

- C. **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.
1. **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.
 2. **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. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 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.
- D. **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:
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.
 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. 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.
- E. **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.

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

5.4. Costs and Payments

- A. **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 exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **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.
- C. **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.
- D. **Discounts:** If applicable, 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.
- E. **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.
- F. **Fund Appropriation Contingency:** The Contractor 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 Contractor 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.

- G. **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.

5.5. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by 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.
- B. **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.
- C. **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.

5.6. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **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.

- C. **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. 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, 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").
- D. **Loss of Materials:** If applicable, 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 City.
- E. **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.
- F. **Damage to City Property:** If applicable, 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.

5.7. City's Contractual Rights

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.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **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.
- C. **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.
- D. **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 Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **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.
- F. **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.
- G. **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.

5.8. Contract Termination

- A. **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.

B. Conditions and Causes for Termination:

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.
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 gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

- C. **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.

5.9. Notice

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.

Notices to the City shall be sent to: City of Phoenix Finance Department, Procurement Division Procurement@phoenix.gov.

Notice to Contractor shall be sent to the person at the mailing address, email address, or fax number listed by Contractor in its Offer in Submittal Forms - Offer Page.

5.10. 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.

5.11. 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 Contractor 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>. 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 an offer price.

5.12. 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.

5.13. 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.

5.14. No Israel Boycott

If this Contract is valued at \$100,000 or more and requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, or construction, then Contractor must certify and agree that it does not and will not boycott goods or services from Israel, pursuant to Title 35, Chapter 2, Article 9 of the Arizona Revised Statutes. Provided that these statutory requirements are applicable, Contractor by entering this Contract now certifies that it is not currently engaged in, and agrees for the duration of the Contract to not engage in, a boycott of goods or services from Israel.

5.15. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of 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.

5.16. Advertising

Except as required by law, Contractor shall not publish, release, disclose or announce to any member of the public, press, official body, or any other third party any information or documents concerning this Agreement or any part thereof without the prior written consent of the City. The name of any City site on which services are performed by the Contractor pursuant to this Agreement shall not be used in any advertising or other promotional context by Contractor without the prior written consent of the City.

5.17. 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.

5.18. 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.

5.19. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) 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 sixty 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 Chief Procurement Officer prior to the institution of the change.

6. Special Terms and Conditions

6.1. Term of Contract

The term of this Contract will commence on or about July 1, 2025 and will continue for a period of five (5) years thereafter.

6.2. Price

All prices submitted shall be firm and fixed for the initial one-year term of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 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.

6.3. 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.

6.4. 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

6.5. Method of Payment

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

6.6. 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.

6.7. Supplier Profile Changes

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://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.

6.8. Suspensions of Work

The City reserves 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.

6.9. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

6.10. Post Award Conference

A post-award conference will be held 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.

6.11. Performance Interference

Contractor shall notify the City's authorized Department representative immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within 24 hours.

6.12. 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.

6.13. 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.

6.14. 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 Chief Procurement Officer or his authorized representative, the Contractor may be requested to perform the additional or special service.

6.15. 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.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. 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.

6.20. Variances and Exemptions

Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.

- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

6.21. Background Screening – Standard Risk

- A. **Determined Risk Level:** The current risk level and background screening required is STANDARD RISK LEVEL
- B. **Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker's work assignment will:
1. require a badge or key for access to City facilities; or
 2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
 3. allow unescorted access to City facilities during normal and non-business hours.
- C. **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.
- D. **Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 2. for reviewing the results of the background check every five years; and,
 3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 4. Submitting the list of qualified Contract Workers to the contracting department.
 5. 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.
 6. 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.

6.22. Confidentiality

“Confidential Information” means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors, partners, or agents (collectively “Recipient”), whether disclosed before or after the Effective Date, whether disclosed orally, in writing, or via permitted electronic access, and whether or not marked, designated, or otherwise identified as confidential. Confidential Information includes, but is not limited to: user contents, electronic data, meta data, employment data, network configurations, information security practices, business operations, strategic plans, financial accounts, personally identifiable information, protected health information, protected criminal justice information, and any other information that by the nature and circumstance of the disclosure should be deemed confidential. Confidential Information does not include this document or information that: (a) is now or subsequently becomes generally available to the public through no wrongful act or omission of Recipient; (b) Recipient can demonstrate by its written records to lawfully have had in its possession prior to receiving such information from the City; (c) Recipient can demonstrate by its written records to have been independently developed by Recipient without direct or indirect use of any Confidential Information; (d) Recipient lawfully obtains from a third party who has the right to transfer or disclose it; or (e) the City has approved in writing for disclosure.

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

Upon the City’s written request or expiration of this Agreement, whichever is earlier, Recipient shall, at no additional costs to the City, promptly return or destroy all Confidential Information belonging to the City that Recipient has in its possession or control. After return or destruction of the Confidential Information, Recipient shall certify in writing as to its compliance with this paragraph.

If applicable, Contractor agrees to comply with all City information technology policies and security standards, as may be updated from time to time, when accessing City networks and computerized systems whether onsite or remotely.

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys’ fees, damages or proceedings arising out of Contractor’s breach of this Section (Confidentiality). Contractor’s obligations pursuant to this Section (Confidentiality) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

6.23. Data Protection

The parties agree this Section shall apply to the City's Confidential Information and all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Agreement. "Personally identifiable information" is defined as in the Federal Privacy Council's Glossary available at:

<https://www.fpc.gov/resources/glossary/>.

As between the parties, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
 1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
 2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly

- provide a written description of the technical and organizational methods it employs for processing PII.)
3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
 4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
 5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
 6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
 7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
 3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims, costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City's discretion result in immediate termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

7. Defense and Indemnification

7.1. Professional Services

Consultant (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

8. Insurance Requirements

8.1. Consultant's Insurance

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

The City in no way warrants that the limits stated in this section are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees, or subconsultants and Consultant may purchase additional insurance as they determined necessary.

8.2. Scope and Limits of Insurance

Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

8.3. Commercial General Liability – Occurrence Form

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 name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Consultant related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.4. Automobile Liability

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant, relating to this Contract.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Consultant.
- The Consultant's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

8.5. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a consultant or subconsultant is exempt under A.R.S. §23-902(E), **AND** when such consultant or subconsultant executes the appropriate sole proprietor waiver form.

8.6. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Consultant warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

8.7. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within 5 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 City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov.

8.8. 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 required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

8.9. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to City of Phoenix Finance Department, Procurement Division, 251 W Washington Street, Phoenix, AZ 85003 OR procurement@phoenix.gov. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete 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.**

8.10. Subconsultants

Consultant's certificates shall include all subconsultants as additional insureds under its policies **OR** Consultant shall be responsible for ensuring and verifying that all subconsultants have valid and collectable insurance. At any time throughout the life of the contract, the City of Phoenix reserves the right to require proof from the Consultant that its subconsultants have insurance coverage. All subconsultants providing services included under this Contract's Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Consultant may, on behalf of its subconsultants, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Consultant assumes liability for all subconsultants with respect to this Contract.

8.11. Approval

Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.

9. Submittals

Submittal Instructions and Evaluation Requirements

EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

Qualifications, Experience and References	325 POINTS
Method of Approach	375 POINTS
Pricing	300 POINTS
TOTAL AVAILABLE POINTS:	1000 Maximum

9.1. Copies

Please submit one electronic copy of the Submittal Section and all other required sections identified in each section below. Include any additional documentation as requested by the City or additional information as deemed appropriate by the Offeror which demonstrates compliance. Offer shall not exceed 40 pages (total). **DO NOT password protect any files or provide links for the City to download any portions of the submittals. The City will ONLY consider the information contained within the Offeror's submission.** The City may incorporate the successful Offer into the awarded contract.

- A. Excel documents must be returned both in Excel and PDF.
- B. Failure to provide the information requested may result in the Offer being deemed as non-responsive or may result in deduction of points for the relevant criteria identified above.

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).

9.2. Solicitation Response Check List

Use this check list as a tool to review your submission to ensure that all required documents and forms are included.

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. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

The written offer should be:

- Typewritten for ease of evaluation (preferred by not required)
- Signed by an authorized representative of the Offeror

- For ease of evaluation, the City is requesting that Offerors' responses be submitted in the order indicated below and must contain the following:
- Submitted with contact information for the individual(s) authorized to negotiate with the City

SECTION 1 – TITLE PAGE

The Title page should include the Solicitation number and title, name and address of the Offeror(s), and the date of the proposal.

SECTION 2 – COVER LETTER

The Title page should include the Solicitation number and title, name and address of the Offeror(s), and the date of the proposal.

Offeror Introduction Overview (PDF)

The cover letter shall provide a brief overview of the firm's history. Describe your organization, including such information as when it was organized, when it began operations, provide a description of all of the services provided by your firm and how many consecutive years the Offeror has been providing Interim Executive Services as described in this Solicitation.

Provide "an overview" of the services offered in your proposal. The detailed description of the offerings shall be included below, in Section 5 - Method of Approach.

- A. Provide a single main contact name, title, address, phone number, and email address for all matters related to this solicitation.
- B. Provide the contact name, title, address, phone number and email address for the primary contact who will have day-to-day responsibilities for working with the City.
- C. Provide the address of your firm's office that will provide Services to the City of Phoenix.

SECTION 3 – TABLE OF CONTENTS

The Table of Contents shall include references for all sections and sub-sections within the Offer. Please include the corresponding page numbers.

SECTION 4 – QUALIFICATIONS, EXPERIENCE AND REFERENCES (Weight/Points – 325)

Provide the required documentation to demonstrate the firm's compliance to the requirements outlined in this section. Evaluation of Qualifications, Experience and References will be based on the Offeror's demonstrated qualifications and experience in successfully completing similar projects to the satisfaction of their customers. Offeror must provide a narrative for each requirement. Offeror is encouraged to provide supplemental documentation (if applicable) to their narrative responses, provided that the information supplements clearly and concisely the response to the specific requirement.

1. Qualification Criteria

Demonstrate how Offeror complies with all of the requirements as listed in solicitation Section 2, Instructions, paragraph 2.16 Qualification Criteria. Provide a narrative and/or supporting

documentation to demonstrate compliance of all items. Failure to demonstrate compliance to these items will disqualify your proposal from further evaluation.

- A. Offeror must have been in business at least five (5) consecutive years providing related services as listed in this solicitation, within the last seven (7) years.
- B. Offeror must have a minimum of five (5) years' experience providing all of the Services as listed in this Solicitation for private and public entities. Experience with government agencies that is comparable in size to the City of Phoenix is preferred.

2. FIRM Experience & Qualifications Narrative

- A. Describe your firm's overall your experience providing Interim Executive Services to other clients of similar scope and comparable in size to the City of Phoenix. Describe your book of business, indicate the client type (public vs private), and size of the clients you serve. Describe how those clients are comparable in size to the City of Phoenix with an estimated 14,000 employees. Please describe any specializations that your firm offers (ie finance, public safety, aviation, transportation, utilities).
- B. Describe your firm's resources available for this project.
- C. Demonstrate Offeror's capabilities, experience and expertise on how you propose to manage the services for the City in accordance with the scope of work requirements.
- D. Provide a list of subcontractors which will be used to provide the Services outlined in the solicitation. Describe the Services which they will be providing.
- E. **References:** The References information shall be included in the solicitation in the Submittal – References Form. Indicate the number of employees for each client listed on the reference form. Government agencies are preferred but not required. The City reserves the right to contact these references and discuss the client's level of satisfaction with the Offeror and its services.

3. PERSONNEL Experience & Qualifications Narrative

- A. **Key Personnel Resumes:** Provide up to a one-page resume for each proposed key personnel (includes all positions identified in the Organizational chart) which will be providing Services covered in the scope of this Solicitation. Resumes shall reflect relevant experience and qualifications for the Services as outlined in this Solicitation.

For each Key Personnel identified, provide the following:

1. Name
2. Length of employment with the company
3. Proposed percentage of overall time to be dedicated to the resulting agreement
4. Brief summary of each individual's:
 - i. Professional Experience
 - ii. Relevant Experience (with similar roles to the proposed key position)
5. Education (training and education including institution, degree, major)
6. Certifications (certifications relevant to the proposed key position, including type of certification)

- B. **Organizational Chart:** Provide an Organizational chart of the team(s) who will be working on the City's account. Please identify key personnel by name, title, location and contract role(s). For each proposed team member, include proposed staffing for the City (role, % dedication or number of FTEs, and start and end date) that you believe will be necessary to support each project team's work.

Account Management Team: Outline the proposed Account Management Team responsible to provide for the smooth daily operation of the City's account, as well as problem resolution and addressing elevated issues. Identify team members and roles.

SECTION 5 – METHOD OF APPROACH **(Weight/Points – 375)**

Evaluation of Method of Approach will be based on the Offeror's demonstrated ability to meet the City's project requirements, project implementation and the project schedule which demonstrates the ability to begin work quickly and ensure all Services will begin by July 1, 2025.

A. Narrative:

1. Provide a detailed narrative response to describe your ability to comply with the City's requirements identified in Section 3 – Scope of Work.
2. Provide a narrative of your firm's approach of how you propose to conduct Interim Executive services.
3. Describe what steps are to be utilized to find the appropriate candidate and include key components to ensuring the target audience is engaged and participating in each specific Interim Executive search.
4. Project Schedule/Timeline: Provide a sample timeline which outlines the process for a City Request for an Executive position. Includes City Responsibilities, Offeror's responsibilities and the following:
 - i. Milestones
 - ii. Timeline for each milestone
 - iii. Deliverables
 - iv. Final acceptance

Note: The project schedule elements will be finalized following the contract award. The City reserves the right to adjust as deemed appropriate for a successful placement.

5. Project Example: Provide an example of a successful past placement/project which outlines the items listed in #4 above. The example should be for a client comparable in size to the City, and for an Executive level position similar to what is requested in the scope of work.

SECTION 6 – CITY FORMS (Submittal pages)

Provide the completed City issued Submittal forms. All forms must be completed in it's entirety and returned with the Offer.

SECTION 7 – ADDENDA

Provide the signed Addenda with the Offeror. The Offeror must acknowledge receipt of any/all addenda by signing and returning with the offer. Failure to return signed Addenda may deem your Offer as non-responsive. See solicitation Section 2.8. Addenda.

SECTION 8 – PRICING
(Weight/Points – 300)

Complete the Pricing proposal form in its entirety.

SECTION 9 – EXCEPTIONS

Refer to RFP Section 2.6 Exceptions. It is the City's preference to not receive exceptions. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer by the date indicated in the Schedule of Events.

Should exceptions be submitted: The preferred method is a Word document with the following columns and corresponding information:

Exceptions should always include the City provision and proposed redline.

- 1) RFP Section, Provision number and Title and page number
- 2) Copy of City's RFP provision
- 3) City's provision with proposed redlines/changes
- 4) Explanation/justification for requested change(s).

SECTION 10 – CONFIDENTIAL ATTACHMENTS

This section only applies if the Offeror identifies some of the Offeror's information as Confidential and/or Proprietary. All documents which the Offeror identifies as Confidential and/or Proprietary should be included in this section.



OFFER

(please complete, sign, and return with the submittal)


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.: If recommended for contract award, Offeror 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 Offeror 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 2 - INSTRUCTIONS - CITY'S REGISTRATION)	VN3078033
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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,

 _____	March 15, 2025 _____
Authorized Signature	Date

Tim Pickering, President & CEO _____	Interim Public Management LLC _____
Print Name and Title (President, Manager, Member)	Offeror Legal Name and Company Type (LLC, Inc., Sole Proprietor)

Street Address:	29408 N Verde River Way W
City, State, Zip Code:	Scottsdale, Arizona 85263
Telephone Number:	(480) 577-0949
Email Address:	Tim@IPMaz.com

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. 163576--0. 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
Jeffrey Barton, City Manager



Director or delegate: Adriana Phillips
Title: Assistant Finance Director
Department: Finance Department



Attest:



this 01 day of July 2025

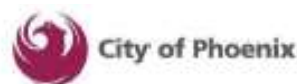
City Clerk

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 6 – CITY FORMS (Submittal pages)

Following, please find the completed City issued Submittal forms.



COSTS AND PAYMENTS

(please complete and return with the submittal)

PAYMENT TERMS & OPTIONS: Vendors 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 vendor 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 vendor will owe the City all costs. The vendor 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.**



CONFLICT OF INTEREST AND TRANSPARENCY FORM

(please complete, sign, and return with the submittal)

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 25-0530			
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:			
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."

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
 I am aware of the following potential or actual conflict(s) of interest:

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

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

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

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

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes 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 a zero-tolerance policy regarding fraud.

OATH

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

Tim Pickering

President & CEO

PRINT NAME

TITLE

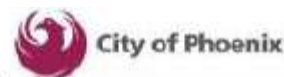
March 15, 2025

SIGNATURE

DATE

Interim Public Management, LLC

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



YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

Offeror shall furnish the names and contact information for a minimum of three clients for whom the Offeror is **furnishing** or has furnished Services similar to those described in this solicitation, within the last seven years. Government references for similar services and similar size to the City of Phoenix are preferred, but not required. Do not list City of Phoenix employees or officials as references.

Name of Company:	City of Tucson
Name of Contact / Title:	Teri Traaen, Ed.D., D.P.A., Human Resources Director
Email Address:	teri.traaen@tucsonaz.gov
Phone Number:	(520) 791-4241
PROJECT DETAILS:	Project title, contract number, project dates (start and end), organization size and description of services provided.
	Interim Human Resources Director, Contract # 222910 (6/24/24 - 11/18/24), 5,000 employees, Interim Human Resources Director

Name of Company:	City of Glendale
Name of Contact / Title:	Kevin Phelps, City Manager
Email Address:	kphelps@glendaleaz.com
Phone Number:	(623) 930-2870
PROJECT DETAILS:	Project title, contract number, project dates (start and end), organization size and description of services provided.
	Interim Court Administrator, Contract # C-19-0599 (5/26/23 - 9/15/23), 2,047 employees, Interim Court Administrator

Name of Company:	City of Scottsdale
Name of Contact / Title:	Brent Stockwell, Assistant City Manager
Email Address:	bstockwell@scottsdale,az.gov
Phone Number:	(480) 312-7288
PROJECT DETAILS:	Project title, contract number, project dates (start and end), organization size and description of services provided.
	Interim Finance Consultant, Contract # 2023-194-COS (12/28/23 - 3/29/24), 2,683 employees, Interim Finance Consultant

(additional copies of this page can be made as needed)

Interim Public Management, LLC
Response to

City of Phoenix, Arizona
Request For Qualifications (RFQu)

Solicitation # RFQu 25-0530

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

Offer Opening Date and Date of
Proposal: March 19, 2025, 2:00 pm

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

Interim Public Management, LLC
29408 N. Verde River Way W.
Scottsdale, Arizona 85263
Telephone: (480) 577-0949
Email: Tim@IPMaz.com
www.interimpublicmangement.com





Interim Public Management, LLC

29408 N. Verde River Way W

Scottsdale, Arizona 85263

480.577.0949

Tim@IPMaz.com

SECTION 2 – COVER LETTER

March 19, 2025

Margie Vasquez
Procurement Officer
City of Phoenix Finance Department
251 W. Washington Street, 8th Floor
Phoenix, AZ 85003
Delivered via email: procurement@phoenix.gov

Dear Margie,

Thank you for allowing Interim Public Management, LLC (IPM) to respond to the Request for Qualifications, #RFQu 25-0530. This letter will provide a brief overview of IPM's history and introduce our proposal. IPM was organized as an LLC and began operations in 2010 and has operated continually for almost 15 years here in Arizona. IPM offers only one service: providing highly qualified interim executives for municipal clients.

- A. The single main contact for the enclosed solicitation is Tim Pickering, President & CEO, 29408 N. Verde River Way W., Scottsdale, AZ 85263, Tim@IPMaz.com.
- B. The day-to-day responsibilities for working with the City: Tim Pickering, President & CEO, 29408 N. Verde River Way W., Scottsdale, AZ 85263, Tim@IPMaz.com along with the firm's Chief Operating Officer, John Kross.
- C. Our firm's office address providing services to the City is 29408 N. Verde River Way W., Scottsdale, AZ 85263.

We have enjoyed a good working relationship with the City of Phoenix and hope you find this offering suitable to continue that relationship. Should you have any questions, please do not hesitate to contact me.

Kindest regards,

Timothy G. Pickering
President and CEO



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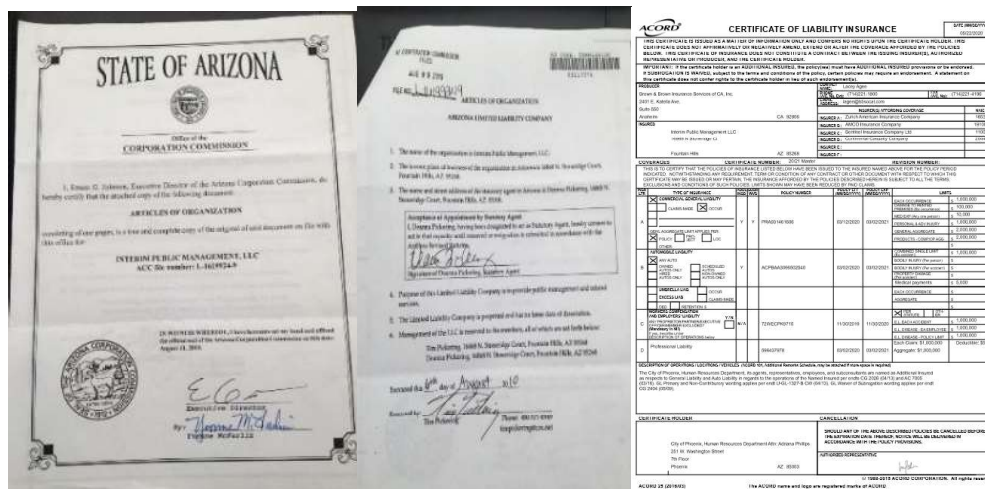


SECTION 4 QUALIFICATION, EXPERIENCE AND REFERENCES (Weight/Points – 325)

1. Qualification Criteria, including Company information, History, Experience, and current workload capacity. Include the following:

- A. Years in business providing Interim Executives to City and Counties - 14 plus years consecutively.
- B Years of experience providing these services to government agencies - 14 plus years consecutively including providing these services for an organization with 10,000+ employees.

Incorporated in August of 2010 as an Arizona limited liability company (LLC), in 2025 IPM is celebrating 15 years of providing interim executive staffing services to Arizona municipalities and counties. Below are IPM’s State of Arizona Articles of Organization and a sample certificate of insurance for the City of Phoenix. 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.



2. FIRM Experience & Qualifications Narrative:

A. Interim Public Management, LLC (IPM) is pleased to respond to this Request for Qualifications (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 City Managers, 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, while our new Chief Operating Officer served 17 years as Queen Creek’s Town Manager. IPM prides itself on always being ready for your call, with most calls answered immediately or returned within the hour.



During our almost 15-year existence, IPM has provided more than 200 executives to local governments in cities and counties. We have provided interim executives to large organizations such as the City of Tucson, Coconino County, Gila County, the state of Nevada, Scottsdale, Adams County (Colorado), Flagstaff, Cochise County, Glendale, Yuma County, and Yavapai County, as well as the City of Phoenix.

B. The 250+ Associates on our team are pre-vetted and are exclusively contracted and dedicated to IPM, eliminating conflicts of interest and ensuring alignment of our clients' immediate needs for the skills of our Associates. 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 ensure our clients' sensitive information is protected. Having Arizona Associates already vetted and on our team separates us from other firms. We do not rely on LinkedIn or other search engines to find interim candidates at the time the City may need them, as we already have assembled our team. This is what allows us to respond so quickly when a client needs an interim resource in quick order.

IPM has had no litigation in its almost 15-year history, and no contracts with clients have ever been cancelled for cause. We specialize in providing city department directors and city managers, offering 60 different positions to assist municipal organizations with specialized services to take away the uncertainty when an unexpected transition occurs.

C. IPM acts with urgency to serve our clients during critical times of leadership transition. We guarantee that within 15 days you will have interim candidates for review and consideration. IPM Associates bring proven quality and excellence to their interim leadership roles, as is needed during times of change. IPM Associates typically have 25-plus 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.

D. No subcontractors are anticipated to be used by IPM in filling the interim roles.

E. References: See Submittal Reference Form.

3. PERSONNEL Experience & Qualifications Narrative:

A. Names and Resumes of Key Personnel Assigned to this Contract (resumes shall be no more than 1 page).

Please find below resumes for each of the company principals, all of whom will be assigned to the City of Phoenix contract including the proposed percentage of overall time dedicated to the resulting agreement:

- **Tim Pickering**, Owner, President & CEO – City and organization C-Level management for 20-plus years, Arizona Local Government Executive staffing 15-plus years; 100%
- **Deanna Pickering**, Owner and General Counsel – Business and contracts law for 32 years; 25%



- **John Kross**, Chief Operating Officer – IPM’s newest addition to ensure City and County clients are well served in a responsive manner. 17 years as Town Manager and over 32 years’ experience working for multiple municipalities in Arizona; 100%
- **Nancy Schwander**, Senior Associate – Public Sector Human Resources Manager and Director for nearly 30 years; 100%

On the following resumes, you will find the individual’s name, length of employment with the company, and a summary of professional and relevant experience, education and certifications.



TIM PICKERING, ICMA-CM, CEcD

Arizona resident for 23 years, with three decades of C-level management experience working for cities; founded and operates local government executive staffing company.

PROFESSIONAL EXPERIENCE

President and CEO, Interim Public Management, LLC, Scottsdale, 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. 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)

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; 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



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

GlobalMeet Phoenenix, Arizona	General Counsel October 2023 to present
Vixxo Corporation Scottsdale, Arizona	SVP General Counsel & Corporate Secretary April 2018 to May 2020
Keap (formerly Infusionsoft Software, Inc.) Chandler, Arizona	General Counsel & Corporate Secretary May 2014 to April 2018
Interim Public Management, LLC (25%) Fountain Hills, Arizona	General Counsel August 2010 to present
Ivanti (formerly Lumension Security, Inc.) Scottsdale, Arizona	VP, General Counsel & Corporate Secretary August 2008 to May 2014
Pickering Law Office, PLLC Fountain Hills, Arizona	Managing Member August 2007 to August 2008
Direct Alliance Corporation Tempe, Arizona	Director, Bus. Dev. Services & Corporate Counsel August 2004 to July 2007
Insight Enterprises, Inc. (Insight) Tempe, Arizona	VP, General Counsel & Corporate Secretary May 1994 to August 2004

EDUCATION

UNIVERSITY OF TULSA COLLEGE OF LAW – Tulsa, Oklahoma; Juris Doctor, 1993; full tuition academic scholarship

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



JOHN KROSS, ICMA-CM

PROFESSIONAL EXPERIENCE

Chief Operations Officer – Interim Public Management (February 2025 – current) (100%)

Executive Director – Pinal Regional Transportation Authority (PRTA)

November 2023 – August 31, 2025 – concluding date of limited term contract

Independent Executive Search Consultant – Slavin Management Consultants

April 2023 – August 31, 2025 – concluding date of consultancy

Associate – Interim Public Management May 2023 – November 2023

Executive Program Advisor – Town of Queen Creek, Arizona January 2023 – June 2023

Town Manager – Town of Queen Creek, Arizona June 2006 – January 2023

Assistant Town Manager – Town of Queen Creek, Arizona July 2004 to June 2006

Community Development Director – Town of Queen Creek, Arizona July 1996 – July 2004

Planner II – Town of Gilbert, Arizona January 1996 – July 1996

Associate Planner/Economic Development Specialist – Town of Wickenburg, Arizona
October 1994 – January 1996

Project Management Assistant – City of Phoenix, Arizona February 1994 – October 1994

Assistant Planner/Economic Development Technician – Town of Wickenburg, Arizona
February 1991 – February 1994

EDUCATION

BACHELOR OF ARTS DEGREE, May 1990, Ripon College, Ripon, Wisconsin

Major: Business Management; Leadership Studies and Public Policy

MASTER OF PUBLIC ADMINISTRATION, May 1998, Arizona State University, Tempe, Arizona

Executive Education Certificate: Harvard University, John F. Kennedy School of Government, Senior Executives in State and Local Government Program

PROFESSIONAL ASSOCIATIONS

- International City/County Management Association (ICMA) – Credentialed Manager (CM)
- Arizona City/County Management Association (ACMA) – Immediate Past President (2012); Co-Chair, ICMA Local Host Committee, Phoenix 2012 Conference
- American Planning Association (APA) – AICP certificate no. 011525



NANCY A SCHWANDER

CAREER SUMMARY

A highly motivated individual with 30-plus years' experience in human resources, combined with four years' experience in project management/implementation. Major strengths include successful coordination of multiple priorities, innovative, energetic and positive thinking, ability to adapt to variable situations, problem analysis/resolution, and interpersonal skills. Areas of expertise include: Human Resources, Benefits Administration, and Training.

PROFESSIONAL EXPERIENCE

Senior Associate

Interim Public Management, LLC (100%)

May 2023 to March 2025

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 all aspects of the Human Resources function. Responsible for the recruitment and ongoing support 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 Human Resources Director as needed.

Regional Director

Futures Education, Southwest Region

July 2014 to February 2021

Management and support of related service delivery for Futures clients throughout the state of Arizona. Supervision of lead managers in each district and one administrative assistant.

Administrator for Human Resources

July 2005 to June 2014

Pendergast School District, Phoenix, Arizona

Administrative officer for all personnel matters for a district of approximately 1,200 employees. Coordinate and direct comprehensive human resources services for the district, advise the Superintendent on personnel matters, and develop and implement personnel policies.

Director of Human Resources

July 2004 to June 2005

Madison School District, Phoenix Arizona

Manage all aspects of the Human Resources/Payroll function for a district of approximately 650 employees. Supervise and evaluate a staff of four. Serve as the board designated administrative spokesperson. Chairperson of the District Insurance Committee and District representative for the School Medical Insurance Trust.

Human Resources Specialist

February 1998 to June 2004

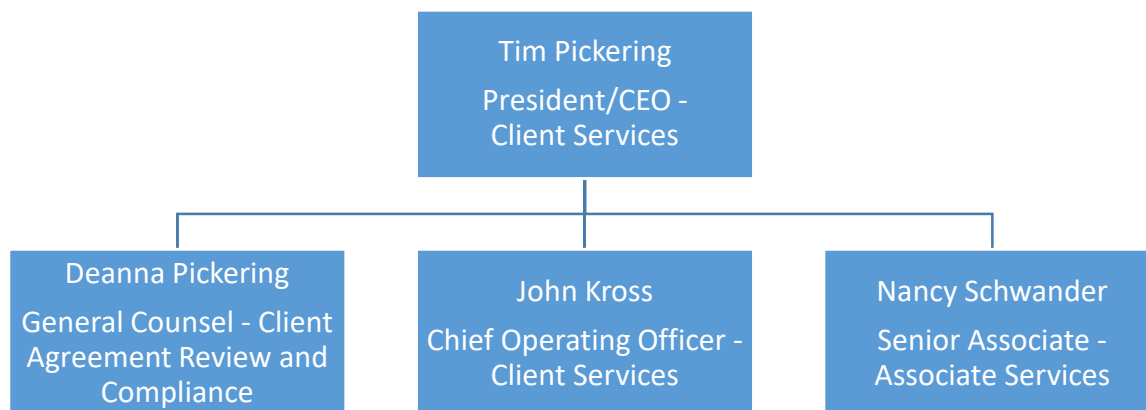
City of Peoria, Peoria Arizona

Responsibilities include planning and coordinating recruitment programs, including job postings and outside advertisements. Review and evaluate applications, monitor the interview and selection process. City-wide training and staff development.



B. Organizational Chart

IPM’s four key FTE’s listed below are all longtime residents of the Valley and are located in the Phoenix metropolitan area, with their roles listed below their names. This constitutes the Account Management Team. All propose to start on July 1, 2025, and continue through June 30, 2030, servicing this agreement. They are necessary to support each project team’s work, with each dedicating 100% of their IPM time to the successful service of the agreement with the City, with the exception of IPM’s General Counsel who will provide 25% of her time. Secondary services are provided by outside firms.



SECTION 5 METHOD OF APPROACH (Weight/Points – 375)

A. Narrative

Item 1 of Narrative

Interim Public Management, LLC (IPM) stands ready and able to satisfy the objectives and requirements as set forth in the Scope of Work. For the last 15 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. The fact that IPM is a local business is advantageous to the City of Phoenix, as it assures immediate access to our team.

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, 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 IPM Associates have 25-plus years of experience performing their particular role in Arizona local governments. IPM Associates are fully vetted to ensure their qualifications and credentials meet the high standards of IPM and our clients. 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@IPMaz.com

*15 Years
and
Counting*

**Celebrating
15 Years of
Excellence in 2025.**

During our almost 15 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).

Over the 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 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.

Additionally, two-thirds of Arizona’s large, small and medium-sized cities, as well as almost half of Arizona’s 15 Counties, have used IPM Interim Executive services throughout the state. The following table conveys the experience, depth and ability of IPM’s bench to solve Phoenix’s interim needs and meet the requirements identified in Section 3 – Scope of Work:

Role	Approx. Number of Exclusive IPM Associates Suitable for Role	Approx. Times IPM Provided Role to a Client Since 2014
City Engineer	8	3
Public Information Officer	19	3
Public Works Director	24	11
Senior Planner	14	8
Human Resource Directors	23	9
Economic Development Directors	21	8
Information Technology Directors	19	7
Parks and Recreation Directors	12	2
Public Safety Director, Police	32	4
Fire Chiefs	11	1
Finance Directors	20	24
City Clerk	15	5
City Managers	21	19
Assistant City Managers	9	4
Procurement Officers	1	3
Building Officials	8	2
Facilities Managers	9	2
Planning & Development Director	20	7
Community Neighborhood Services/Housing Director	12	3
Library Director	13	1

Associates are added to our team on a regular basis. Our Associates are not available through other staffing companies; 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.

IPM has been the leader in providing interim executive-level department directors, officers, administrators, and managers to Arizona’s municipalities for nearly 15 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. More than half of our clients are repeat customers.



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, Missouri, Nevada and Utah.

The following table reflects interim services provided to larger Arizona cities and counties since 2014. IPM has provided well over 200 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
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:

Tucson, Arizona, 8/3/2022 – Liana Perez, Deputy City Manager

“IPM provided an associate who jumped right in and kept us informed throughout the project. IPM understands how to identify the associate best suited to our needs.”

Parker, Arizona, 4/13/2023 – Amy Putnam, Town Clerk

“IPM was fantastic to work with. The whole process was as seamless as it possibly could have been. I would highly recommend IPM to anyone looking for seasoned professionals for their municipalities. If there was a 10 in their rating scale, I would pick that!!!”

Coconino County, Arizona, 5/20/24 – Matt Fowler, CIO/CISO

“IPM provided an associate who immediately filled the gap!!! Great experience – very satisfied.”

Anthem, Arizona, 6/17/2024 – Aaron Baker, Executive Director

“IPM provides very skilled people who can step in immediately and do the job at a high level.”

Sierra Vista, Arizona, 1/31/2025 – Victoria Yarbrough, Assistant City Manager

“We always get a quick response with a quality candidate.”



Items 2, 3 and 4 of Narrative

The following is IPM's approach for providing Interim Executive services:

When the City Manager or Department Director calls, IPM typically performs a 40-question interview (milestone) of our client to ensure we understand the need and provide the right fit for the interim position; this takes 30 to 40 minutes. The next step is a retainer letter, prepared by IPM and signed by Client and IPM (milestone and deliverable). The retainer fee of \$3,500 (credited back to the City if an IPM Associate is brought on) commits IPM resources to a prompt and thorough search for appropriate candidates and guarantees a deadline for the client to receive resumes.

Our candidate selection process begins with a search of our 250+ database of Associates and review of resumes to determine which Associates will best fit the City's need. 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.

IPM then provides up to three resumes (milestone and deliverable) of qualified Arizona IPM Associates for the City Manager or Department Director to interview, typically in a few days to a week and well within 15 business days as promised in the retainer letter – well ahead of the 30 to 45 days other firms may average. Virtual (Teams/Zoom) or in-person interviews are then coordinated by IPM with the assistance of the City (milestone). 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 within 48 hours of the interview (milestone), a short engagement Schedule is written by IPM and reviewed and signed (milestone, deliverable and final acceptance) by both parties as an attachment to the primary contract resulting from this RFQu process. If IPM is fortunate to be selected by the City in the RFQu process, as we were in 2020, the primary agreement is entered into and remains in place to support all engagements and Schedules over time.

IPM provides all onboarding of our Associates as they are **employees of IPM, not subcontractors**, and remain as an employee of our company throughout the entire course of the engagement with the City. IPM is responsible for workers' compensation insurance, benefits and all taxes and payroll administration 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 and selected, from the beginning to end of the engagement.

As the final step in our firm's approach, 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 2025 are as follows:



To summarize our approach and capabilities, 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 if needed. 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 fulfilling the executive interim needs of the City.

Item 5 of Narrative

Regarding a Project Example requested in the RFQu of a client comparable in size to the City with 10,000+ employees for an Executive-level position, IPM was fortunate to be able to provide the City of Phoenix an Interim Human Resources Director 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. 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. 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.



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.



SECTION 7 – ADDENDA

Enclosed please find the completed City issued Submittal forms.

Solicitation No: RFQu 25-0530
Title: Interim Executives
Offer Due Date: March 19, 2025



ADDENDUM 1
(Issued: 3/6/2025)

CHANGES

- 1. Effective immediately, the procurement officer for the referenced solicitation has been changed as follows:**

Margie Vasquez, Procurement Officer
City of Phoenix Finance Department
251 W. Washington Street, 8th Floor
Phoenix, Arizona 85003
Telephone: (602) 262-7794
Margie.Vasquez@phoenix.gov

All solicitation inquiries shall be directed to the new Procurement Officer. This change shall remove and replace all references in the solicitation document.

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

Name of Company: Interim Public Management LLC
Address: 29408 N Verde River Way W, Scottsdale, AZ 85263
Authorized Signature: *Tim Pickering*
Print Name and Title: Tim Pickering, President and CEO



Solicitation No: RFQu 25-0530
 Title: Interim Executives
 Offer Due Date: March 19, 2025, 2:00 p.m. [Arizona time]
 Addendum #2



ADDENDUM 2
 (Issue date: 3/11/2025)

(please sign and return with the submittal)

QUESTIONS AND ANSWERS:

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents,

No.	Question	Answer
1.	<p><u>Pre-Offer Conference Question</u> (a) Can you elaborate on how the evaluation committee will weigh qualifications, approach, and pricing in the scoring process? (b) Are there specific attributes or experiences the City values most in selecting an interim executive services provider?</p>	<p>(a) The City will evaluate all responsive offers using the Evaluation Criteria listed in RFP Page 43. At a minimum, the City recommends submission of all items identified in the Submittal section, (b) No, All areas requested in the solicitation represent important factors for the City's consideration.</p>
2.	<p><u>Pre-Offer Conference Question</u> (a) What is the expected turnaround time for filling interim executive positions once a request is made by the City? (b) Are there particular roles that may require a faster response time?</p>	<p>(a) This will vary based on the role. 30-45 days would be an average for most. (b) Time sensitive items will be identified by the City at the time of the request.</p>
3.	<p><u>Pre-Offer Conference Question</u> Are there specific reporting formats or communication methods preferred by the Human Resources Department?</p>	<p>The City's preference is email and phone communications. This can be further discussed with the successful offeror(s) during the kick-off contract award meeting.</p>
4.	<p><u>Pre-Offer Conference Question</u> Once an interim executive is placed, does the City have existing onboarding protocols, or should we propose a tailored integration and support plan as part of our method of approach?</p>	<p>Please outline this process in the method of approach. The City will outline onboarding requirements during the kick-off contract award meeting. Example topics will include compliance requirements, such as: background requirements, I-9 verification, and applicable City policies and procedures.</p>
5.	<p><u>Pre-Offer Conference Question</u> Are there particular departments or leadership roles that the City anticipates needing interim support for most frequently? For example, do you foresee a higher demand in areas like public safety, finance, or public works?</p>	<p>No.</p>



Solicitation No: RFQu 25-0530
 Title: Interim Executives
 Offer Due Date: March 19, 2025, 2:00 p.m. [Arizona time]
 Addendum #2



6.	<p><u>Pre-Offer Conference Question</u> (a) What level of involvement will City executives or department heads have in the selection and interview process of interim candidates? (b) Should our proposal include facilitated interview support or candidate evaluation tools?</p>	<p>(a) Review of proposed candidates. Ability to interview and speak with candidates. Direct involvement. (b) If that is something you offer, please outline your services in the proposal.</p>
7.	<p><u>Pre-Offer Conference Question</u> When processing City-sourced candidates, does the City have preferred payroll and administrative processes, or should our proposal outline a comprehensive management approach?</p>	<p>The payroll and administrative processes are to be administered by the Contractor. Please describe your comprehensive management approach.</p>
8.	<p><u>Pre-Offer Conference Question</u> Has the City of Phoenix previously issued an RFP for Professional Interim Executive Services or a similar scope of work? If so, is it possible to review any publicly available information, such as pricing models, evaluation criteria, or lessons learned, to help us align our proposal with the City's expectations.</p>	<p>The publicly available information can be found at the City's public records website: See the City's Public Records website: https://www.phoenix.gov/cityclerk/services/public-records-search</p> <p>(a) Vendor: Automotive Personnel Network Inc. / Agreement # 153645 (b) Vendor: Interim Public Management LLC / Agreement # 153646 (c) Vendor: Staffing Specialists LLC / Agreement # 153647 (d) Vendor: VIDHWAN Inc / Agreement # 153648</p> <ul style="list-style-type: none"> • Lessons learned is not a standard procurement file document and does not exist in the file. • The previous evaluation criteria for RFQu HR 20-112 was: <ul style="list-style-type: none"> (a) At least five (5) years in business (b) At least three (3) years of experience providing these services to government agencies (c) At least two (2) years of experience providing these services for an organization with 14,000 + employees
9.	<p><u>Pre-Offer Conference Question</u> The RFQu mentions that a business must have been in operation for at least five years to qualify. If a company has not been in business for the full five years but possesses the required experience and expertise, what type of documentation or supporting information would be considered acceptable to demonstrate the</p>	<p>In order to meet this requirement, the company must have been in business at least five years providing related services. Failure to demonstrate compliance to RFP provision 2.16 Qualification Criteria, will disqualify your proposal from further evaluation.</p>



Solicitation No: RFQu 25-0530
 Title: Interim Executives
 Offer Due Date: March 19, 2025, 2:00 p.m. [Arizona time]
 Addendum #2



	necessary experience and capacity to successfully manage this contract.	
10.	<p><u>Pre-Offer Conference Question</u></p> <p>(a) If an interim executive placed by our firm proves to be an ideal fit, would the City consider transitioning them to a permanent role?</p> <p>(b) Should our proposal include options for supporting this type of transition?</p>	<p>(a) The City may consider that in certain circumstances.</p> <p>(b) If that is an option you offer, include the details in your proposal with the corresponding pricing.</p>
11.	<p><u>Pre-Offer Conference Question</u></p> <p>Can you provide more insight into the City's preferred billing and payment structure?</p>	<p>This question is too broad.</p> <p>The City will reimburse the selected Contractor(s) in accordance to their proposed rates.</p> <p>Payment will be made upon acceptance of the services on the Contractor's invoice and corresponding purchase order. Refer to solicitation sections 6.3, 6.4, and 6.5.</p>
12.	<p><u>Pre-Offer Conference Question</u></p> <p>Should our pricing proposal include specific details on administrative fees, benefits, and personnel rates as outlined in the RFP?</p>	<p>Please provide as much detail as possible.</p>
13.	<p><u>Pre-Offer Conference Question</u></p> <p>Does the City have an anticipated volume of interim executive placements over the contract period? Understanding expected demand can help us align resources and ensure quick response times.</p>	<p>No. See RFP Section 1.1 Summary, The services will be provided on an as-needed basis.</p>
14.	<p><u>Pre-Offer Conference Question</u></p> <p>For those of us with State of Arizona contracts for Executive-Specialty Professional Hard to Fill Recruitment Services, do we respond on this as a non-awarded state vendor? My understanding from the Small Business Engagement Manager for City of Phoenix, the City of Phoenix should be able to leverage State Contracts for City level RFQs.</p>	<p>Yes that is correct. The City may adopt a Cooperative contract (such as a State contract) if desired,</p> <p>The City has opted to issue our own solicitation process. If State contracted vendors are interested, you would be required to submit a proposal for this solicitation in order to be considered.</p>
15.	<p>Can a Word version of the solicitation be made available? It might help with filling out some of the forms,</p>	<p>A Word version is not available. Offerors can use programs such as Adobe Pro or other programs which allow you to edit the forms. Handwritten forms are acceptable. The submittals forms are fillable forms,</p>



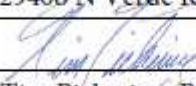
16.	I was wondering on the pricing proposal form if you really want the Hourly Rates totaled at the bottom? Removing the Total box might help eliminate confusion that a very large hourly rate Total could be charged to the City, which I doubt the City would want.	The City will utilize the proposed hourly rates for the resulting contracts. The total is utilized for evaluation purpose only.
17.	What would be the number of awards you intend to give(approximate number)?	The City will make this determination based on what is most advantageous for the City in consideration of the number of proposals received.
18.	Please provide us with an estimated NTE budget allocated for this contract.	The City's estimated budget is \$200K-\$300K
19.	What is the tentative start date of this engagement?	See Special Terms and Conditions, 6.1 Term of Contract, page 31
20.	Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again?	See response to Question #8. This is a competitive process and any interested offerors can submit a proposal.
21.	Are there any pain points or issues with the current vendor(s)?	No.
22.	Could you please share the previous spending on this contract, if any?	The City approved an aggregate amount of \$300,000 for the current contracts.
23.	Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?	No.
24.	How many positions were used in the previous contract?	One position since June 2023. Information prior to this date is not available at this time.
25.	How many positions will be required per year or throughout the contract term?	See response to Question #13.
26.	Can we provide hourly rate ranges in the price proposal?	No, ranges are not acceptable. The City requires hourly rates. However, if the classifications have different levels (ie junior/senior) you can propose different hourly rates by classification. This information should be included in the itemized pricing. Please provide supplemental documentation to identify the differences between the varying levels.
27.	Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?	Yes. Refer to Section 9, Submittals, Section 4, Pages 45-46. The resumes requirement applies to key personnel who will be assigned to the resulting contract and not for the candidates.



Solicitation No: RFQu 25-0530
Title: Interim Executives
Offer Due Date: March 19, 2025, 2:00 p.m. [Arizona time]
Addendum #2



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

Name of Company: Interim Public Management LLC
Address: 29408 N Verde River Way W Scottsdale, Arizona 85263
Authorized Signature: 
Print Name and Title: Tim Pickering, President & CEO



SECTION 8 – PRICING (Weight/Points – 300)

Pricing

IPM's Pricing proposal form for this RFQu, set forth below, has been determined taking into account engagements over our 15 years of experience providing interim executive staffing to Arizona cities and counties. Cost factors we typically consider in rates include, but are not limited to, the duration of the engagement, work schedule, IPM Associate experience and availability, effects of regulations, inflation, location of the engagement, urgency of placement, state of department, position salary, benefits, 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. Each price listed should be considered a cap dependent upon these factors.

Regarding the two sources of candidates addressed in the RFQu, when candidates are sourced by a client, there is a danger of the client being considered the employer. Under IRS rules whoever decides who to hire can be considered the employer. IPM would respectfully recommend that if the client wants to provide a candidate, IPM is happy to vet them like any other candidate. If the client just provides a name and does not negotiate salary and benefits and allows IPM to process the candidate as any other IPM Associate, it could help reduce the chances the candidate may be treated as a de facto employee of the City. It may also be advantageous to allow IPM to submit other candidates for comparison. These steps could reduce the chances of future lawsuits arguing whether the City was the employer. It would not be advantageous to the City or IPM to have a candidate, years later, put forth a claim for pension credits or some other benefit from the City. The pricing put forward for either type of sourced candidate is the same, due to this recommendation to protect the City by sourcing all candidates through IPM.

Additionally, a different Executive Title is listed for a Police Chief. As a staffing agency, IPM's liability insurance will not cover a sworn officer carrying a gun and wearing a uniform. IPM has provided several Directors of Police Operations or the like that work in the office, are not uniformed, and do not carry a gun, but still oversee the administration of police departments as a department director while the client searched for a permanent Chief.

In the five interim executive categories listed in the pricing proposal form, where there is more than one position cited within the category (such as City Manager/Assistant City Manager), the pricing provided reflects the more senior of the two positions.

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 Pricing proposal form and subject to the above caveats, IPM submits the following Pricing proposal. Full-time labor rates for various interim roles, not including travel expenses, are as follows:

**RFQu 25-0530 Interim Executives
Pricing Proposal – Best & Final Offer (BAFO)**

Candidates sourced by the City of Phoenix:

INTERIM EXECUTIVE		BILLABLE RATES	
1	City Manager /Asst. City Manager	\$ <u>302.00</u> Week	\$ <u>12,088</u> Month
2	Deputy City Manager	\$ <u>209.00</u> Week	\$ <u>8,366</u> Month
3	Department Head/Assistant Department Head	\$ <u>184.00</u> Week	\$ <u>7,372</u> Month
4	Police Chief	\$ <u>214.00</u> Week	\$ <u>8,568</u> Month
5	Deputy Department Heads/Middle Managers	\$ <u>136.00</u> Week	\$ <u>5,430</u> Month

Candidates sourced by the Contractor:

INTERIM EXECUTIVE		BILLABLE RATES	
1	City Manager /Asst. City Manager	\$ <u>302.00</u> Week	\$ <u>12,088</u> Month
2	Deputy City Manager	\$ <u>209.00</u> Week	\$ <u>8,366</u> Month
3	Department Head/Assistant Department Head	\$ <u>184.00</u> Week	\$ <u>7,372</u> Month
4	Police Chief	\$ <u>214.00</u> Week	\$ <u>8,568</u> Month
5	Deputy Department Heads/Middle Managers	\$ <u>136.00</u> Week	\$ <u>5,430</u> Month

Retainer Fees:

1	Retainer Fees – The Retainer Fee for a given search will be credited to the City if Contractor ultimately is engaged to provide the contemplated services.	\$ <u>3,000</u> Each
2	<p>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:</p> <ul style="list-style-type: none"> • 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 inters (which eliminates the City's staff time and allows for a coordinated effort, background searches and vetting of potential candidates) and related contract administration. 	Included

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 such occasion the City hereby agrees to pay Contractor a Hiring charge equal to 20.8% of the annualized salary, fees or other compensation 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.



This section and the percentage come from the City’s previous agreement with IPM. This provision is necessary, as the business cannot exist for very long if IPM Associates could be hired directly by a City after only a few weeks on the job.

Regarding 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 vetting of potential candidates) and related contract administration.

The City hereby agrees to pay a “Retainer Fee” of \$3,000 (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.

SECTION 9 – EXCEPTIONS

N/A

SECTION 10 – CONFIDENTIAL ATTACHMENTS

N/A

CONTRACT AMENDMENT

Effective Date	8/15/2025
Solicitation No.	RFQu 25-0530
SRM/SAP Contract No.	4701011080
City Clerk Contract No.	163576
Ordinance No. and Date	S-51998; 06/04/25
Amendment No.	<u>001</u>
Contract Title	Interim Executives
Contractor	Interim Public Management, LLC
Contractor Email	tim@interimpubliсmanagement.com
Buyer Name	Larry Jue
Telephone No.	602-256-3478
Buyer Email	larry.jue@phoenix.gov

THE ABOVE REFERENCED CONTRACT IS AMENDED AS FOLLOWS:

1. Pursuant to Section 5 (Standard Terms and Conditions), Subsection 5.5 (Contract Changes), Paragraph A (Contract Amendments), this amendment revises the unit of measure to hourly and weekly rates by replacing "RFQu 25-0530 Interim Executives, Pricing Proposal – Best and Final Offer (BAFO)", located at page 79 of Contract No. 163576, with the attached Exhibit A.
2. Except as otherwise amended, all other terms and conditions of the Agreement and any prior amendments not in conflict will remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the most recent amendment will only prevail and control if clear and unambiguous; and if not, the original Agreement will govern to the extent necessary to support the intent of the Agreement.

ALL OTHER CONTRACT PRICES, TERMS,
AND CONDITIONS WILL REMAIN THE SAME

“City”

City of Phoenix,
A municipal corporation
Jeffrey Barton, City Manager

By: 

Adriana Phillips
Assistant Finance Director

“Contractor”

Interim Public Management, LLC

Contractor acknowledges receipt of, and
agreement with, the amendment. A signed
copy must be returned to the Finance
Department, Procurement Division

By: 

Name: Tim Pickering

Title: President & CEO

Date: 8.8.25

Attest:



City Clerk

_____ this 12 day of August 2025

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: Karen Stillwell
_____ Karen L. Stillwell 08/12/2025
Assistant Chief Counsel

emm



Exhibit A
RFQu 25-0530 Interim Executives
Candidates sourced by the City of Phoenix:

INTERIM EXECUTIVE		BILLABLE RATES	
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Candidates sourced by the Contractor:

INTERIM EXECUTIVE		BILLABLE RATES	
1	City Manager /Asst. City Manager	\$ <u>302.00</u> per Hour	\$ <u>12,088</u> per Week
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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.

This item was adopted.

- 43** Interim Executives Contract - RFQu 25-0530 - Request for Award (Ordinance S-51998) - Citywide

This item was adopted.

- 44** Language Training Contracts - RFQu 25-0523 Request for Award (Ordinance S-52015) - Citywide

This item was adopted.

- 45** Oracle Software, Hardware, Support and Maintenance - Amendment (Ordinance S-51967) - Citywide

This item was adopted.

- 46** MixMode Platform Licenses Contract - RFA-25-0698 Request for Award (Ordinance S-52020) - Citywide

This item was adopted.

- 47** Outside Counsel Legal Services Contract - RFQu-25-0623 Request for Award (Ordinance S-52021) - Citywide

This item was adopted.

- 48** Authorization to Apply for Local Judicial Collection Enhancement Fund Grant Funding to Purchase Security Video Surveillance Hardware (Ordinance S-52027) - Citywide

This item was adopted.

- 49** Foreign Language Interpretation and Translation Services for Phoenix Municipal Court - PMC RFQu-25-001 (Ordinance S-52028) - Citywide

This item was adopted.

- 50** Fort McDowell Yavapai Nation 2025 Gaming Grants (Ordinance S-52006) - Citywide

This item was adopted.

- 51** Fiscal Year 2025-26 Legal Representation Services Contracts (Ordinance S-52030) - Citywide

This item was adopted.

- 52** Transfer of Retirement Funds to Arizona State Retirement System (Ordinance S-51993) - Citywide