



**PHOENIX COMMUNITY DEVELOPMENT AND INVESTMENT
CORPORATION**

**REQUEST FOR PROPOSALS (“RFP”)
(Professional Services)**

RFP 2018-0001

Requested Service: Financial Advisor & Audit and Tax Return Services
Proposal due Date and Time: Tuesday, October 31, 2017 at 3pm
Proposal Submittal Location: 200 W. Washington St, 20th Floor
Phoenix, AZ 85003-1611

RFP REPRESENTATIVE

Name: Thomas Husband
Title: Accountant III
E-mail Address: Thomas.husband@phoenix.gov
Phone Number: 602-534-2475



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I - INTRODUCTION

I. INTRODUCTION

The Phoenix Community Development & Investment Corporation (PCDIC), is seeking a New Markets Tax Credit (NMTC) Financial Advisor, as well as Audit and Tax Return consulting services, for a three [3] year period with the option of two (2) 1-year renewal options, commencing on or about January 1, 2018 for the Audit & Tax Services contract and the Financial Advisor Consulting contract will commence on or about April 1, 2018 in accordance with the specifications and provisions contained herein. Proposers may propose for one or both scopes of work.

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

For this solicitation, the RFP representative is: Thomas Husband, Accountant III, thomas.husband@phoenix.gov, 602-534-2475.

Interested Consultant may download the complete solicitation and addenda from <http://phoenixnewmarkets.com/request-for-proposals>. Internet access is available at all public libraries.

Any interested Consultant may obtain this solicitation by calling (602) 534-2475 or picking up a copy during regular business hours at Phoenix City Hall, 200 W. Washington St, 20th Floor, Phoenix, AZ 85003.

PCDIC takes no responsibility for informing recipients of changes to the original solicitation document. It is proposer's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a proposal non-responsive.

A. MINIMUM QUALIFICATIONS:

Each proposer and each proposer's assigned consultant must have 5 years' experience providing consulting services related to New Market Tax Credits in the category or categories for which it is submitting a proposal.

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



I - INTRODUCTION

B. SCHEDULE OF EVENTS:

The following table outlines the tentative schedule of major activities of the RFP processes. All times are stated in local Phoenix time and are subject to change at the sole discretion of PCDIC.

<u>Date</u>	<u>Event</u>
10/10/17	RFP released
10/17/17	Last day to submit written questions for inquiry or clarification
10/24/17	PCDIC written responses to questions issued
10/31/17	Proposals due by 3pm
11/7/17	Estimated date Evaluation Committee meets
11/16/17	Estimated date of recommendation to PCDIC President & Board of Directors
11/17/17	Investors' approval of recommended proposers
1/1/18	New Audit and Tax Services contract begins
4/1/18	New Financial Advisor Services contract begins

If PCDIC is not able to gain agreement with and/or does not get timely approval for the Committee's highest ranked proposer, PCDIC may commence negotiations with the Committee's next ranked proposer.



II – SOLICITATION TRANSPARENCY

II. SOLICITATION TRANSPARENCY POLICY

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the **NMTC Audit and Tax Return Services & the Financial Advisor Services**, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), (collectively, the Consultant will refrain, from any direct or indirect contact with any person (other than the designated contracting officer) who may play a part in the selection process, including members of the evaluation panel, PCDIC Board, PCDIC officers and employees, the City of Phoenix (City) City Manager, Assistant City Manager, Deputy City Managers, Department Heads, the Mayor, or any of their lobbyists or attorneys, and other members of the Phoenix City Council. As long as the solicitation is not discussed, Consultant may continue to conduct business with PCDIC and the City and discuss business that is unrelated to the solicitation with PCDIC staff.

This policy is intended to create a level playing field for all Consultant, assure that contracts are awarded in public, and protect the integrity of the selection process. **CONSULTANTS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.**



III – SCOPE OF WORK

III. SCOPE OF WORK

A. INTRODUCTION:

In December 2000, Congress passed legislation creating the New Markets Tax Credit program as part of the Community Renewal Tax Relief Act to encourage private investment in low-income communities. In order to be considered for the Program, the City of Phoenix created an independent 501(c) 3 nonprofit corporation, PCDIC, which is the parent Community Development Entity. PCDIC's primary mission is to "attract and provide funds for projects that will improve the quality of life of those individuals who live and work in the underserved areas of the community".

In 2003, the CDFI awarded PCDIC \$170 million in a 2002 allocation, which was fully deployed and repaid. In 2008, the CDFI awarded PCDIC a second NMTC allocation of \$40 million. With the 2008 allocation, PCDIC offered loans to qualifying businesses through three (3) for-profit subsidiary CDEs and one (1) Investment Fund. The loan program targeted owners and developers (including nonprofit agencies) which sought to acquire, construct, renovate or redevelop property and needed a commercial real estate loan for retail, office, and/or industrial projects. In 2011, PCDIC received a third NMTC allocation of \$53 million. With the 2010 allocation, PCDIC offered loans to qualifying businesses through five (5) for-profit subsidiary CDEs. The loan program targeted owners and developers which sought to acquire, construct, renovate or redevelop property and needed a commercial real estate loan for hotel, office, and/or institutional projects.

Any travel expenses must be approved in advance and in writing by PCDIC.

B. SCOPES OF WORK:

PCDIC is seeking to contract with one Consultant for both auditing and tax return services. The Consultant will be able to meet the challenging timeframe and scope of work mandated by the NMTC industry and IRS regulations. In order to meet investor reporting requirements and expectations, the ideal Consultant will need to facilitate workflow from the audit stage to tax return completion.



III – SCOPE OF WORK

Please note, PCDIC will be issuing a contract for the Financial Advisor Services separately from the Audit & Tax Return Services contract, with a different start date.

The length of the initial contract for each will be three (3) years with two (2) one-year options to extend at PCDIC's sole discretion.

PCDIC reserves the right to early termination of the contract if PCDIC is not satisfied with the services and the Consultant will not or is unable to address shortcomings.

1. **Audit and Tax Return Preparation Scope**

a. **Audit Services**

The successful bidder will audit PCDIC and its affiliated entities to provide an opinion on the financial position of each entity. PCDIC staff will prepare compiled financial statements for audit. Consultant will provide audit services, including preparing audited financial statements and preparation of accompanying notes to the audited financial statements, for the following CDEs and Investment Fund LLCs listed below.

The Consultant will provide at least one (1) electronic copy and two (2) hard copies of the audited financial statements for each entity. Consultant will assist PCDIC and its affiliates in audit communications with lenders, investors, PCDIC Board members, CDFI, other government agencies and others as deemed appropriate or necessary.

- a) PCDIC, a 501(c) 3 nonprofit, the parent organization.
- b) Phoenix Success Fund, LLC (a for-profit CDE) with approximately \$10 million in commercial real estate loans.
- c) Phoenix SB Capital, LLC (a for-profit CDE) with approximately \$10 million in commercial real estate loans.
- d) One (1) Investment Fund LLC associated with Phoenix SB Capital.
- e) Phoenix SB Capital, LLC (a for-profit CDE) with approximately \$10 million in commercial real estate loans.
- f) PHX Cholla LLC (a for-profit CDE) with approximately \$10.5 million in commercial real estate loans.



III – SCOPE OF WORK

- g) PHX Agave LLC (a for-profit CDE) with approximately \$8 million in commercial real estate loans.
- h) PHX Saguaro LLC (a for-profit CDE) with approximately \$14 million in commercial real estate loans.
- i) PHX Yucca LLC (a for-profit CDE) with approximately \$8 million in commercial real estate loans.
- j) PHX Capital Access LLC (a for-profit CDE) with approximately \$12.5 million in commercial real estate loans.
- k) Additional limited liability companies (CDEs) and leveraged Investment Fund LLCs that may be used for the deployment of any new allocation that PCDIC may receive.

b. Tax Return Preparation Services

The Consultant will provide tax preparation services for PCDIC and its affiliates, as described below.

The Consultant will provide at least one (1) electronic copy and two (2) hard copies of the final tax returns for each entity. Consultant will assist PCDIC and its affiliates in tax communications with lenders, investors, PCDIC Board members, CDFI, other government agencies and others as deemed appropriate or necessary.

- a) The Consultant will prepare the federal and Arizona nonprofit return for PCDIC.
- b) The Consultant will prepare the federal and Arizona partnership returns for the affiliated Limited Liability Companies doing business in Arizona (Phoenix SB Capital and its investment fund).
- c) The Consultant will prepare the federal, Arizona and Missouri partnership returns for the affiliated Limited Liability Companies for Phoenix Success Fund, PHX Cholla, PHX Agave, PHX Saguaro, PHX Yucca and PHX Capital Access.
- d) The Consultant will prepare the federal and state returns for additional entities as they are created to deploy of any new allocation.
- e) The Consultant will electronically file federal and state tax returns (if applicable).
- f) The Consultant will prepare and file federal and state tax return extensions.
- g) The Consultant will prepare estimated tax payment vouchers.



III – SCOPE OF WORK

- h) Consultant will represent PCDIC and its affiliates in the event of inquiry, audit or any other action requiring a response for tax matters.

2. Financial Advisor Services Scope

The Consultant for this scope of work shall provide financial consulting services on an as needed basis as authorized by PCDIC staff. Each project anticipated to have a value of \$3,000 or more must be authorized with a signed letter of engagement (LOE) that includes a not-to-exceed amount. The total value of these services will not exceed \$100,000 per year.

The Consultant shall advise and assist PCDIC on:

- a. Best uses for NMTC allocations when creating investment funds based on maximizing the efficiency of capital used and financial return to PCDIC, within the parameters of the PCDIC's mission
- b. Creating investor solicitations/prospectuses and making presentations to potential investors and lenders.
- c. Developing procedures surrounding compliance with CDFI Program requirements, relevant IRS tax codes, and industry accounting practices.
- d. Double entry bookkeeping for recording complex and unique NMTC transactions in Peachtree Premium Accounting for Nonprofits 2011 or a compatible program. (PCDIC performs in-house bookkeeping for recording daily, monthly and quarterly transactions.)
- e. Financial issues relevant to new NMTC portfolios, including:
 - Addressing any breach, default, or event of nonperformance by any entity relevant to the portfolio;
 - Addressing insolvency of investors and/or senior lenders as well as any other entities relevant to the portfolio;
 - Assessing NMTC recapture risks;
 - Assisting with annual CDE certifications;
 - Assisting with accounting, tax and compliance issues related to the financial affairs of PCDIC, its subsidiaries and affiliates, and its investments;
 - Avoiding NMTC return-of-capital penalties;



III – SCOPE OF WORK

- Creating Agreed-Upon-Procedures document for new loans;
 - Consulting on distributions of cash flow, revenues and expenses;
 - Consulting on successor investors and/or senior lenders;
 - Consulting on the sale and/or bifurcation of loans;
 - Estimating year-end operating income to avoid recapture penalties from excess distributions among partnerships;
 - Reviewing PCDIC's programming for compliance with IRS nonprofit regulations;
 - Maintaining PCDIC's nonprofit status; and
 - Testing for NMTC substantially-all compliance.
- f. Negotiations with potential investors and lenders regarding investor solicitations/prospectus, CDE operating agreements, investment fund operating agreements, servicing and/or fund agent agreements, and any related documents necessary for tax credit deployment and NMTC program compliance.



IV – INSTRUCTIONS TO PROPOSERS

IV. INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION:

Each proposer must include the name of the scope of work for which it is proposing on the outside of the proposal package. **Any proposer interested in proposing on both scopes of work must submit two separate proposals.**

Each proposer must provide:

1. Qualifications & Experience Statement

- a. Each proposer shall provide sufficient documentation to demonstrate it meets the minimum qualifications described in Section I and is qualified to perform the scope of work described in this solicitation. This section should include information on the proposer's relevant experience, details on the proposer's NMTC and nonprofit clients (number and types of clients as well as NMTC allocation values)
- b. Each proposer shall provide sufficient documentation, including resumes, to demonstrate its assigned consultants meet the minimum qualifications described in Section I and are qualified to perform the scope of work described in this solicitation. This section should include information on each assigned consultant's relevant experience, details on the proposer's NMTC and nonprofit clients (number and types of clients as well as NMTC allocation values), and worksite location.

2. Approach to Scope of Work

a. Audit and Tax Return Consulting Services

Each proposer for this scope of work shall describe its proposed approach to the scope of work, including:

- Timeline for completing audits within NMTC compliance requirements.
- Timeline for completing and filing tax returns within IRS compliance requirements.
- Expectations of PCDIC staff to meet proposed audit and tax returns timeline.



IV – INSTRUCTIONS TO PROPOSERS

- Proposed methods for saving time and money in performing this scope of work.
- Summary of the proposer’s present workload capacity.
- Methods for effective exchange of information and documents with minimal travel costs and PCDIC staff time.
- Use of technology in performing these services.

b. Financial Consulting Services

Each proposer for this scope of shall describe its proposed approach to the scope of work.

3. Fees

a. Audit and Tax Return Consulting Services

Each proposer for this scope of work shall complete and submit Attachment III. Proposers shall list all-inclusive hourly rates for each team member to be assigned to this contract, by position (partner, manager, supervisor, senior staff, etc), that reflect all necessary costs to complete the scope of work, except travel to and from PCDIC as needed. The City will not reimburse the successful proposers for any other incidental charges.

b. Financial Consulting Services

Each proposer for this scope of work shall complete and submit Attachment VI Proposers shall list all-inclusive hourly rates that reflect all necessary costs to complete the scope of work, except travel to and from PCDIC as needed. The City will not reimburse the successful proposers for any other incidental charges.

Submissions should be sent to:

Phoenix Community Development and Investment Corporation
Attn: Thomas Husband
Phoenix City Hall
200 W. Washington St, 20th Floor
Phoenix, AZ 85003-1611



IV – INSTRUCTIONS TO PROPOSERS

Hardcopy delivery of one (1) electronic and five (5) proposals and original, signed Attachments I, II, III and IV must be received by PCDIC **no later than 3pm (Arizona time), Tuesday, October 31, 2017.**

Documents must be delivered to the RFP representative at:
PCDIC
Attn: Thomas Husband
Phoenix City Hall
200 W. Washington St, 20th Floor
Phoenix, AZ 85003-1611

B. DEFINITIONS OF KEY WORDS USED IN THE SOLICITATION:

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

Should: Indicates something that is recommended but not mandatory. If the Consultant fails to provide recommended information, PCDIC may, at its sole option, ask the Consultant to provide the information or evaluate the offer without the information.

May: Indicates something that is not mandatory but permissible.

C. CONSULTANT INQUIRIES:

All questions that arise relating to this RFP shall be directed in writing to the RFP representative designated in the Introduction to this RFP: Thomas Husband.

To be considered, written inquiries shall be received at the above address by the date indicated in Section I (B) above (Schedule of Events). Inquiries received will then be answered by an addendum and published at: <http://phoenixnewmarkets.com/request-for-proposals>.

No informal contact initiated by potential proposers on the requested service will be allowed with members of PCDIC's staff or PCDIC's Board of Directors from



IV – INSTRUCTIONS TO PROPOSERS

date this RFP is issued until the award recommendation has been posted. All questions concerning or issues related to this RFP shall be presented in writing.

D. AMENDMENT OF REQUEST FOR PROPOSAL:

The Consultant shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due date and time. It is the Consultant's responsibility to obtain a copy of any amendment relevant to this solicitation. Failure to submit amendments with the solicitation response may be grounds for deeming a submittal non-responsive.

E. FAMILIARIZATION OF SCOPE OF WORK:

It is the responsibility of all Consultants to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time. The Consultant shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of the contract requirements. The submission of a proposal will constitute a representation of compliance by the offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

F. PREPARATION OF PROPOSAL:

1. All proposals shall be on the forms and in the format set forth the RFP. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
2. The Statement of Certifications form and the Cost Proposal Table for Audit Services, Cost Proposal Table for Tax Services and Financial Advisor Services (if applicable) must be signed and returned with the proposal.
3. The Cost Proposal Tables shall be signed by a person authorized to submit an Offer. An authorized signature on the Cost Proposal Tables, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to provide the service specified herein.



IV – INSTRUCTIONS TO PROPOSERS

4. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal.
5. In case of error in the extension of price in the proposal, unit price shall govern when applicable.
6. Periods of time, stated as a number of days, shall be in calendar days.
7. Each Respondent to this RFP will be responsible for all costs incurred during developing, presenting, submitting, preparing for or providing any response to this RFP. All materials and documents submitted by the Respondent in response to this RFP or any additional requests for materials and documents made by PCDIC for evaluation pursuant to this RFP will become the property of PCDIC and will not be returned. PCDIC shall not be responsible for the costs incurred by Respondents during negotiations, contract development, and contract execution.

G. PROPOSAL FORMAT:

The written proposal shall be signed by an individual authorized to bind the Consultant. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the Contract. All fees quoted shall be Consultant and fixed for the full contract period. Please see Section IX – Submittal, for further information. Each response shall be:

1. Typewritten for ease of evaluation.
2. Submitted in an 8½ x 11 inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post-consumer content paper.
3. Set forth in the same sequence as identified in Section IX – Submittal (i.e., Consultants should respond to this RFP in sequence and each narrative response should reference the applicable section of Evaluation Requirements).
4. Signed by an authorized representative of the Consultant.



IV – INSTRUCTIONS TO PROPOSERS

5. Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with PCDIC.
6. Appended with any exceptions to the Terms and Conditions clearly stated. See Section IV (I) below.

H. **REQUEST TO MODIFY THE CONTRACT PROVISIONS:**

A response to any Request for Proposal is an offer to contract with PCDIC based upon the contract provisions contained in PCDIC's Request for Proposal, including, but not limited to, the specifications, scope of work and any terms and conditions. Consultants who wish to propose modifications to the contract provisions must submit a "Request for Consideration of Alternate Terms." See Submittal, #10 on Solicitation Response Checklist. The written request for modification must be received by the PCDIC contact listed on the front of this solicitation, at least seven (7) calendar days prior to the proposal due date. PCDIC may issue an addendum to this solicitation of any approved specification changes. The provisions of the Request for Proposal cannot be modified without the express written approval of the President or designee. If a proposal or offer by the Consultant is returned with modifications to the contract; the contract provisions contained in PCDIC's Request for Proposal shall prevail unless the Consultant's proposed alternative provisions are expressly approved in writing by the President or designee.

I. **PUBLIC RECORD:**

All proposals submitted in response to the Request for Proposal shall become the property of PCDIC and/or the City and shall become a matter of public record available for review pursuant to Arizona state law after the award notification.

J. **CONFIDENTIAL INFORMATION:**

PCDIC is obligated to abide by all public information laws.

If a Consultant believes that a specific section of its proposal is confidential, the Consultant shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Consultant shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and PCDIC will review the material and make a determination.



IV – INSTRUCTIONS TO PROPOSERS

K. CERTIFICATION:

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

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The Consultant will not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
3. The Consultant has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
4. Pursuant to A.R.S. 35-391.03 and 35-393.06, Consultant certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
5. The Consultant is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from PCDIC.

L. SUBMISSION OF PROPOSAL:

Proposals must be in the actual possession of PCDIC at the designated location, on or prior to, the exact time and date indicated in the Schedule of Events. **Proposals received after the stipulated closing date and time will be considered unresponsive and will not be evaluated.** The prevailing clock shall be PCDIC's clock at the location designated for delivery of the proposal.

Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Consultant's Name
Consultant's Address (as shown on the Certification Page)
RFP Number
RFP Title



IV – INSTRUCTIONS TO PROPOSERS

Proposal Opening Date

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

M. LATE PROPOSALS:

Late proposals shall be rejected regardless of the reason, including mail delivery problems beyond the Consultant's control. **Proposals received after the stipulated closing date and time will be considered unresponsive and will not be evaluated.** Consultants mailing their responses should allow sufficient time to insure delivery by the date and time specified.

N. NON-RESPONSIVE PROPOSALS:

Proposals deemed non-responsive will not be evaluated or considered for award.

1. The following proposals will not be evaluated:

- Proposals submitted unsigned.
- Proposals that do not conform to the minimum specifications stated in the scope of work.
- Proposals submitted without complete pricing.
- Proposals that contain altered or conditional cost information.
- Proposals submitted by a Consultant who does not have valid certifications and/or licenses required by state, federal or local law or regulations to perform the service requested at the time of the submittal.
- Proposals that fail to contain the required bonds, security assurances or insurance certificates as specified in this RFP.
- Proposals not received by the designated due date, place and time.

2. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of PCDIC:



IV – INSTRUCTIONS TO PROPOSERS

- Consultant does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
- Proposal does not comply with the submission requirements including any specified page limits.
- Consultant does not have a past record of sound business integrity and a history of fulfilling contractual obligations.
- Consultant is not financially stable, solvent, or have cash reserves to meet all financial obligations while waiting reimbursement from PCDIC. (A Consultant who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Consultant's creditor).
- Proposal contains false, inaccurate, or misleading statements that in the opinion of PCDIC, is intended to mislead PCDIC in its evaluation of the proposal.

O. RESPONSIVE PROPOSALS:

Proposals must meet all material requirements of the solicitation. All required elements of a sealed proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in the Scope of Work in this RFP.

In addition, the committee MAY request a formal presentation from the highest ranked Consultants before a final recommendation is made. If presentations are requested and presented, the evaluation team will re-convene, review, and re-score the evaluation categories based on the expanded information.

In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. PCDIC shall not reimburse the Consultant for the costs associated with the interview process.



IV – INSTRUCTIONS TO PROPOSERS

PCDIC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Consultant submitting a proposal.

Experiences with PCDIC and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

If two (2) or more finalists are tied, the finalist with the lowest cost proposal score will be awarded the contract.

Note: In addition to the foregoing information submitted by Consultants, PCDIC shall have the right to consider other verifiable information bearing on financial stability and strength including without limitation, information provided by former employees and/or creditors.

P. OFFER AND ACCEPTANCE PERIOD:

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

Q. DISCUSSIONS:

PCDIC reserves the right to conduct discussions with Consultants for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to solicitation requirements. If such a discussion is deemed necessary, the only PCDIC staff that is authorized to contact the Consultant is the RFP representative listed on the front of this proposal. The RFP representative shall document any such discussion in PCDIC's file.

R. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, a Consultant (or designated representative) may withdraw the proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.



IV – INSTRUCTIONS TO PROPOSERS

S. **PROPOSAL RESULTS:**

Proposals will be opened on the proposal due date, time and location indicated in the Schedule of Events at which time the name of each Consultant shall be read. Proposals and other information received in response to the Request for Proposal shall be shown only to authorized PCDIC personnel having a legitimate interest in them or persons assisting PCDIC in the evaluation. Proposals are not available for public inspection until after award recommendation has been posted on the City's website at:

<http://phoenix.gov/business/contract/opportunities/solicitations/recommendations/index.html>

T. **EVALUATION CRITERIA:**

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

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

U. **PCDIC'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:**

PCDIC reserves the right to disqualify any Respondent who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. PCDIC further reserves the right to disqualify any Respondent on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data or information available to PCDIC. This disqualification is at the sole discretion of PCDIC. PCDIC reserves the right to replace the disqualified Respondent. Any Consultant submitting a proposal herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix, PCDIC board members or any court. Any Contract entered into will prohibit the Consultant from engaging in or carrying on activity on behalf of any client which is in any way adverse to the interest of the City of Phoenix or PCDIC.

V. **AWARD:**



IV – INSTRUCTIONS TO PROPOSERS

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

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

A response to this solicitation is an offer to contract with PCDIC based upon the terms, conditions, and specifications contained in PCDIC's solicitation. Such a proposal does not become a contract until it is executed by the President. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications is modified by an addendum or contract amendment. The terms and conditions set forth in this RFP and the selected Consultant's Offer (Section IX – Submittal) shall form the entire contract between PCDIC and the Contractor.

W. EMPLOYEE IDENTIFICATION:

Consultant agrees to provide an employee identification number or social security number to the PCDIC for the purposes of reporting to appropriate taxing authorities, monies paid by PCDIC under the awarded contract. If the federal identifier of the Consultant is a social security number, this number will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.



V – EVALUATION REQUIREMENTS

V. EVALUATION REQUIREMENTS

A. EVALUATION CRITERIA and FORMAT:

All timely proposals will be reviewed to determine whether the minimal qualification requirements have been met. Proposals that do not meet all qualifications requirements will be considered non-responsive and will be rejected.

Each proposal has two parts; a Technical component and a Price component. Each proposal will be evaluated on its technical and cost merits by a panel of reviewers. The Proposal Evaluation Criteria (listed in relative order of importance) are as follows:

EVALUATION CRITERIA

CRITERIA FOR AUDIT & TAX RETURN CONSULTING SERVICES	POINTS
Qualifications and Experience of Assigned Consultants	300
<ul style="list-style-type: none"> Number of years and type of experience providing audit and tax return consulting services to NMTC clients Education and training related to the scope of work 	
Qualifications and Experience of Proposer	275
<ul style="list-style-type: none"> Number of years and type of experience providing audit and tax return consulting services to NMTC clients 	
Fee schedule	225
<ul style="list-style-type: none"> Grand Total of Fees as listed on Attachment III (If proposing for Audit & Tax Return Services) 	
Approach to Scope of Work	200
<ul style="list-style-type: none"> Proposed approach to Scope of Work 	

Total available points (Audit & Tax Return Services): 1000



V – EVALUATION REQUIREMENTS

CRITERIA FOR FINANCIAL ADVISOR CONSULTING SERVICES	POINTS
Qualifications and Experience of Assigned Consultants	300
<ul style="list-style-type: none"> • Number of years and type of experience providing financial advisor consulting services to NMTC clients • Education and training related to the scope of work 	
Qualifications and Experience of Proposer	275
<ul style="list-style-type: none"> • Number of years and type of experience providing financial advisor consulting services to NMTC clients • Hourly Fees as listed on Attachment IV 	225
Approach to Scope of Work	200
<ul style="list-style-type: none"> • Proposed approach to Scope of Work 	

Total available points (Financial Advisor Consulting Services): 1000

Proposals should be concise, well-organized according to the requested information clearly written and limited to no more than twenty-five (25) pages including resumes, letters of reference, and cost proposal tables. The review process places considerable emphasis on the responsiveness of the proposals to the requirements outlined above. Proposals not written specifically in response to this request cannot receive serious consideration.

The Consultants under consideration for this RFP will be reviewed by an Evaluation Committee. PCDIC reserves the right to request supplemental information the Evaluation Committee deems necessary to make a selection. The Committee may be supplemented by outside professionals who can provide expertise. The Committee's recommendation(s) will be forwarded to the President of PCDIC and/or Acting Manager.

PCDIC will evaluate SOQs based upon the effectiveness of the perceived performance as it relates to PCDIC's requirements as described in Section II and Section III above. The lowest priced SOQs will not necessarily be selected. PCDIC specifically reserves the right to reject any or all SOQs, or any part thereof; to accept any SOQ or any part thereof; or to waive any defects or informalities in a SOQ when, in PCDIC's sole discretion, it is in PCDIC's best interest to do so.

All SOQs will be evaluated on the basis of the criteria established in this RFP. All Consultants that provide an SOQ will be notified when a selection is made



V – EVALUATION REQUIREMENTS

PCDIC is not responsible for any Respondent's error or omissions in its SOQ.

Upon completion of the evaluation process, PCDIC will assign a detailed scope of work to the Respondent which has been recommended by the Evaluation Committee, negotiate final terms for Services, and execute a written agreement in accordance with the laws of Arizona.

PCDIC will require the recommended Consultant to participate in negotiations and to submit such cost, technical or other revisions of the RFP as may result from negotiations. The selected Consultant shall certify that it does not have scrutinized business operations in Sudan, as required by Arizona Revised Statutes Section 35-397. PCDIC shall draft all final Contracts and documents that result from this RFP.

The language contained in this RFP and the SOQ will form the basis of any resulting Contract. However, this RFP does not commit PCDIC to enter into a Contract, to pay any costs incurred in the preparation of a SOQ to this request or in subsequent negotiations, or to procure a Contract for the Services.

Per terms of PCDIC Bylaws and Operating Agreements, PCDIC Investors and Board of Directors approval will be required prior to execution of the contract.

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

B. GENERAL:

1. Shortlist:

PCDIC reserves the right to shortlist the Consultants on all of the stated criteria. However, PCDIC may determine that shortlisting is not necessary.

2. Interviews/Demonstrations:



V – EVALUATION REQUIREMENTS

PCDIC reserves the right to conduct interviews and/or interviews with some or all of the Consultants at any point during the evaluation process. However, PCDIC may determine that interviews/demonstrations are not necessary. In the event interviews/demonstrations are conducted, information provided during the interview/demonstration process shall be taken into consideration when evaluating the stated criteria. PCDIC shall not reimburse the Consultant for the costs associated with the interview process.

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

3. **Additional Investigations:**

PCDIC reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Consultant submitting a proposal including, without limitation, information provided by former employees and/or creditors.

4. **Required Agreements:**

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



SECTION VI – PROTEST PROCESS

VI. PROTEST PROCESS

Protests relating to PCDIC’s selection of a Consultant shall be made in writing and received by PCDIC no later than seven (7) calendar days from the date on which the notice of selection is e-mailed or faxed to the Respondent. Protests shall be delivered to:

Manager
PCDIC
c/o City of Phoenix
200 W. Washington, 20th Floor
Phoenix, AZ 85003-1611

Written protests shall include:

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

The President of PCDIC will render a written decision within 14 calendar days after the protest is filed.

The PCDIC President’s decision will be considered final with no further protest rights extended.



SECTION VII – SPECIAL TERMS AND CONDITIONS

VII. SPECIAL TERMS AND CONDITIONS

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

A. METHOD OF INVOICING:

Invoices must include the following:

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

B. METHOD OF PAYMENT:

PCDIC will pay the fees as stated in Section VIII, Standard Terms and Conditions, upon receipt of a valid and complete invoice

C. INDEMNIFICATION:

Contractor shall indemnify, defend, save and hold harmless PCDIC and/or the (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against PCDIC and/or the City, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for



SECTION VII – SPECIAL TERMS AND CONDITIONS

PCDIC.

D. INSURANCE REQUIREMENTS:

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

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Neither PCDIC nor the City of Phoenix in any way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1. Minimum Scope and Limits Of Insurance:

Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

a. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Policy shall be endorsed to include the following additional insured language: **"The City of Phoenix and Phoenix Community Development and Investment Corporation shall be named as an**



SECTION VII – SPECIAL TERMS AND CONDITIONS

additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

b. Automobile Liability

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

Combined Single Limit (CSL)	\$1,000,000
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Policy shall be endorsed to include the following additional insured language: **"The City of Phoenix and Phoenix Community Development and Investment Corporation shall be named as an additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".**

c. Worker's Compensation and Employers' Liability

Contractor shall provide Workers' Compensation Statutory Employers' Liability

Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 500,000

Policy shall contain a waiver of subrogation against PCDIC and/or the City of Phoenix.

This requirement shall not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

d. Professional Liability (Errors and Omissions Liability)

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

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000



SECTION VII – SPECIAL TERMS AND CONDITIONS

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

2. **Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, the following provisions:

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

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

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

3. **Notice of Cancellation:**

Each insurance policy required by the insurance provisions of the Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to PCDIC and the City of Phoenix. Such notice shall be sent directly to PCDIC, 200 West Washington Street, 20th Floor, Phoenix, Arizona 85003-1611 and shall be sent by certified mail, return receipt requested.

4. **Acceptability of Insurers:**

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. Neither PCDIC nor the City of Phoenix in any way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.



SECTION VII – SPECIAL TERMS AND CONDITIONS

5. Verification of Coverage:

Contractor shall furnish PCDIC with certificates of insurance (ACORD form or equivalent approved by PCDIC) 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 PCDIC 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 the Contract shall be sent directly to PCDIC, Attn: Thomas Husband, 200 West Washington Street, 20th Floor, Phoenix, Arizona 85003-1611. PCDIC project description shall be noted on the certificate of insurance. PCDIC reserves the right to require complete, certified copies of all insurance policies required by the Contract at any time.

6. Subcontractors:

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

7. Approval:

Any modification or variation from the insurance requirements in the Contract shall be made by the PCDIC, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

E. OPTION TO EXTEND:



SECTION VII – SPECIAL TERMS AND CONDITIONS

The length of the initial contract is three (3) years with two (2) one-year options to extend at PCDIC's sole discretion.

F. PERFORMANCE INTERFERENCE:

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

G. CONTRACTOR'S PERFORMANCE:

Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.

PCDIC'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 PCDIC's authorized representative, performance becomes unsatisfactory, PCDIC shall notify the Contractor.

The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, PCDIC shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

H. EMPLOYEE IDENTIFICATION AND ACCESS:

Except as set forth in Sections VII (K) and VII (L) Contractor employees are forbidden access to designated restricted areas. Beyond meeting rooms and other areas open to the public, access to particular operational premises shall be as directed by the PCDIC's authorized representative.



SECTION VII – SPECIAL TERMS AND CONDITIONS

Only authorized Contractor employees are allowed on the premises of the City of Phoenix buildings. Contractor employees are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

I. ACCOUNT STAFFING:

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

J. TIME IS OF THE ESSENCE:

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

K. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:

1. Contract Worker Background Screening:

Consultant acknowledges that all of the subcontractors and subcontractor employees that it provides pursuant to this agreement shall be subject to background and security checks and screening (“Background Screening”) at the sole cost of the Respondent as set forth in this Section. The Background Screening provided by Contractor shall comply with all applicable laws, rules and regulations. Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. PCDIC in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of Contractor’s services under this Agreement or Contractor’s failure to comply with this Section. Therefore, in addition to the specific measures set forth below, Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.



SECTION VII – SPECIAL TERMS AND CONDITIONS

Consultant shall perform all security inquiries and shall make the results available to PCDIC for all employees considered for performing work (including supervision and oversight) under this agreement. PCDIC may make further security inquiries. Whether or not further security inquiries are made by PCDIC, PCDIC may, at its sole, absolute and unfettered discretion, accept or reject any or all of the employees proposed by Consultant for performing work under this Agreement as well as those employees actually providing services during the term of this Agreement. Employees rejected by PCDIC for performing services under this Agreement may still be engaged by Consultant for other work not involving PCDIC. An employee rejected for work under this Agreement shall not be proposed to perform work under other PCDIC contracts or engagements without PCDIC's prior approval. In addition to the foregoing, PCDIC reserves the right but not the obligation to: (1) have an employee/prospective employee of the Consultant be required to provide fingerprints and execute such other documentation as may be necessary to obtain criminal justice information pursuant to A.R.S. § 41-1750(G)(4); (2) act on newly acquired information whether or not such information should have been previously discovered; (3) unilaterally change its standards and criteria relative to the acceptability of Consultant's employees and/or prospective employees; and, (4) object, at any time and for any reason, to an employee of Consultant performing work (including supervision and oversight) under this Agreement.

2. Background Screening Requirements and Criteria:

Because of the varied types of services performed, PCDIC has established three (3) levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is:

- e. **Standard Risk and Background Screening ("Standard Risk").**
A standard risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United



SECTION VII – SPECIAL TERMS AND CONDITIONS

States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

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

By executing this Agreement, Contractor certifies and warrants that Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to PCDIC is accurate and current. Also, by executing this Agreement, Contractor further certifies and warrants that Contractor has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, Contractor shall furnish to **Thomas Husband** for PCDIC's review and approval such Background Screenings for any Contract Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. The subject Contract Worker shall not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City's written acceptance of the subject Contract Worker's Maximum Risk Background Screening. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City contracts or engagements without PCDIC's prior written approval.

4. **Terms of this Section Applicable to all of Contractor's Contracts and Subcontracts:**

Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

5. **Materiality of Background Screening Requirements; Indemnity:**

The Background Screening requirements of this Section are material to PCDIC's entry into this Agreement and any breach of this Section by Contractor shall be deemed a material breach of this Agreement. In addition



SECTION VII – SPECIAL TERMS AND CONDITIONS

to the indemnity provisions set forth in Section VII(C) of this Agreement, Contractor shall defend, indemnify and hold harmless PCDIC and the City for any and all Claims (as defined in Section VII(C)) arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by Contractor or PCDIC for failure to satisfy this Section.

6. Continuing Duty; Audit:

Contractor's obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. Contractor shall notify PCDIC immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by PCDIC. Contractor shall maintain all records and documents related to all Background Screenings and PCDIC reserves the right to audit Contractor's compliance with this Section.

L. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS:

A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND PCDIC'S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; AND (2) WHEN REQUIRED, THE CONTRACT WORKER'S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

1. Badge Access Procedures:

An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W. Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each Contract Worker (as defined herein) who is furnishing Standard Risk (as defined herein) or Maximum Risk (as defined herein) services under this Agreement shall submit to the City of Phoenix, Banking & Cashiering Division, 251 W. Washington, 3rd Floor, Phoenix, AZ 85003-1611: (i) a fully completed and authorized City of Phoenix badge application form;



SECTION VII – SPECIAL TERMS AND CONDITIONS

(ii) a check in the initial badge fee amount listed below made payable to the “City of Phoenix”; and (iii) two (2) forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form of identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate. After receipt of the badge application and payment, the Contract Worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject Contract Worker’s badge application shall be rejected.

2. **Stolen or Lost Badges or Keys:**

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

3. **Return of Badges or Keys:**

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

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

Contractor’s default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to



SECTION VII – SPECIAL TERMS AND CONDITIONS

gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv) Contract Worker or Contractor submits false information or negligently submits wrong information to PCDIC to obtain a badge, key or applicable Background Screening; or (v) Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by PCDIC. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to PCDIC at law or in equity, the Contractor shall be liable for and shall pay to PCDIC the sum of one thousand dollars (\$1,000.00) for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to PCDIC at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving PCDIC's actual damages in the event that Contractor breaches this Section. The parties further agree that three (3) breaches by Contractor of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Agreement by Contractor and PCDIC expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

5. Badge and Key Fees:

The following constitute the badge and key fees under this Agreement. PCDIC reserves the right to amend these fees upon thirty (30) days prior written notice to Contractor.

Initial Badge Fee:	\$ 55.00	per applicant
Replacement Badge Fee:	\$ 55.00	per badge



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



SECTION VIII – STANDARD TERMS AND CONDITIONS

VIII. STANDARD TERMS AND CONDITIONS

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

A. DEFINITIONS

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

"Amendment"	Means a written document issued by PCDIC and signed by the Contractor which alters the contract and identifies the following: (i) a change in the Work (ii) a change in the Contract Amount (iii) a change in the time allotted for performance and /or (iv) an adjustment to the Agreement terms
"City"	The City of Phoenix.
"Consultant"	Means a vendor who responds to the Request for Proposal.
"Contract"	The legal agreement executed between PCDIC and the Contractor.
"Contractor"	The individual, partnership, corporation, limited liability company, joint venture, or other business entity who, as a result of the competitive process, is awarded a contract by PCDIC.
"Days"	Means calendar days unless otherwise specified.
"Employer"	Any individual or type of organization that transacts business in this State, which has a license issued by an agency in the State and employs one or more employees in this state.



SECTION VIII – STANDARD TERMS AND CONDITIONS

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).

“NMTC”

Means New Markets Tax Credit

“Offer”

Means proposal or quotation.

“President”

The contracting authority for PCDIC authorized to sign contracts and amendments thereto on behalf of PCDIC.

"RFP Representative"

The PCDIC 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 RFP.

“Subcontractor”

Means an individual, Consultant, partnership, corporation, limited liability company, joint venture, or any other business entity having a contract, purchase order, or agreement with the Contractor, or with any Subcontractor, of any tier for the performance of any part of the Agreement. When PCDIC refers to Subcontractor(s) in this document, for the purpose of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level, and/or tier, all subcontractors, sub-consultants, suppliers and material men.

“Solicitation”

Means a Request for Proposal (RFP).

“Suppliers”

Consultants, entities or individuals furnishing goods or services directly to PCDIC.



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“Vendor” A seller of goods or services.

B. CONTRACT INTERPRETATION:

1. Applicable Law:

Any resulting Contract shall be deemed executed and delivered in the State of Arizona and the substantive laws of the State of Arizona (without reference to choice of law principles) shall govern their interpretation and enforcement. Any and all disputes arising under any Contract or out of or in connection with this RFP shall be brought in the state or federal courts in Maricopa County, the State of Arizona, and the Respondent, by submitting a SOQ, consents to the jurisdiction and the venue of such courts for such purposes.

2. Implied Contract Terms:

Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

3. Contract Order of Precedence:

In the event of a conflict in the provisions of the Contract, as accepted by PCDIC and as they may be amended, the following shall prevail in the order set forth below:

- a. Special Terms and Conditions
- b. Standard Terms and Conditions
- c. Statement or Scope of Work
- d. Specifications
- e. Attachments
- f. Instructions to Consultants
- g. Other documents referenced or included in the Request for Proposal.



SECTION VIII – STANDARD TERMS AND CONDITIONS

4. **Severability:**

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

5. **Parol Evidence:**

This Contract 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 Contract. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall 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.

C. **CONTRACT ADMINISTRATION AND OPERATION:**

1. **Records:**

All books, accounts, reports, files and other records relating to the Contract shall be subject at all reasonable times to inspection and audit by PCDIC for five (5) years after completion of the Contract. Such records will be produced at a PCDIC office as designated by PCDIC.

2. **Confidentiality and Data Security:**

Consultant shall 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 PCDIC, except as required by law. The name of any site on which the Services are performed shall not be used in any advertising or other promotional context by Consultant without the prior written consent of PCDIC. All data, including originals and reproductions prepared by, obtained by, or transmitted to Consultant in connection with Consultant's performance of this RFP is considered confidential and proprietary information of PCDIC not



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subject to voluntary disclosure by Consultant and Consultant shall not discuss with any third party any Data unless PCDIC has first reviewed such Data and specifically authorized Consultant in writing to discuss the Data with the third party. Consultant shall not divulge Data to any third party nor use the Data for any purpose except to perform the Services required under this Agreement without prior written consent of PCDIC. These prohibitions shall not apply to the following Data provided Consultant has first given PCDIC prior written notice. Should Consultant be contacted by any third party requesting information relative to the Services provided under this Agreement or any other agreement with PCDIC, Consultant shall promptly inform PCDIC in writing giving the particulars of the information sought and Consultant shall not disclose such information without the prior written consent of PCDIC.

Personal identifying information, financial account information, or restricted PCDIC information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Contractor/Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

When personal identifying information, financial account information, or restricted PCDIC information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

In the event that data collected or obtained by the Contractor/Consultant in connection with this Agreement is believed to have been compromised, Contractor/Consultant shall notify the PCDIC Privacy Officer immediately. Contractor/Consultant agrees to reimburse PCDIC for any costs incurred by PCDIC to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

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



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Contractor/Consultant shall indemnify, defend, save and hold harmless the City of Phoenix and PCDIC and their respective officers, directors, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all Claims. It is agreed that Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of the Contract, the Consultant agrees to waive all rights of subrogation against PCDIC and the City of Phoenix, and their respective officers, directors, officials, agents and employees for losses arising from the work performed by the Consultant for PCDIC and the City of Phoenix.

The obligations of Contractor/Consultant under this Section shall survive the termination of this Agreement.

3. Equal Employment Opportunity Requirements:

Any contractor/subcontractor in performing under this Contract 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/subcontractor will 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. Such action shall include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates



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of pay or other forms of compensation; and selection for training; including apprenticeship. The contractor/subcontractor 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/subcontractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or assignments of this Contract entered into by contractor/subcontractor.

4. **Licenses and Permits:**

Contractor shall possess at the time of submittal and shall keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

5. **Advertising:**

Contractor shall not advertise or publish news releases concerning this Contract without the prior written consent of the President, and PCIDIC shall not unreasonably withhold permission.

6. **Exclusive Possession:**

All research and materials created, developed, compiled or produced pursuant to or as a result of this contract (including but not limited to all reports) will be considered ordered and commissioned by PCIDIC as works made for hire under the copyright laws and made in the course of services rendered.

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of PCIDIC and shall not be used or released by the Contractor or any other person except with prior written permission by PCIDIC.

7. **Health, Environmental and Safety Requirements:**

The Contractor's and all Subcontractor's Employees, Products, Services And Facilities Shall Be In Full Compliance With All Applicable Federal, State And



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Local Health, Environmental And Safety Laws, Regulations, Standards, Codes And Ordinances, Regardless Of Whether Or Not They Are Referred To By PCDIC. PCDIC Shall Have The Right To Inspect Operations Conducted By The Contractor Or Subcontractor In The Performance Of This Contract.

8. **Compliance with Laws:**

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether or not they are referred to by PCDIC. Contractor agrees to permit PCDIC inspection of Contractor's business records, including personnel records to verify any such compliance.

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

9. **Continuation During Disputes:**

Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Contract, the Contractor shall continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

10. **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 shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

11. **Legal Worker Requirements:**

As mandated by Arizona Revised Statutes Section 41-4401, PCDIC is prohibited after September 30, 2008, from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes Section



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23-214-A, which requires that employers verify the employment eligibility of their employees through the federal E-verify system. An “employer” is an independent contractor, a self-employed person, the State of Arizona or any of its political subdivisions, or any individual or type of organization that transacts business in the State of Arizona, that has a license issued by an agency in the state and that employs one or more employees in the State. (See A.R.S. 23-211) Therefore, in signing or performing any contract for PCDIC, the Contractor fully understands that:

- a. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
- b. Any breach of that warranty under Section VIII(C)(11)(a) shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- c. PCDIC or its designee is authorized by law to randomly inspect the records relating to an employee of the Contractor or any of its Subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under Section VIII(C)(11)(a).

12. **Lawful Presence Requirement:**

Pursuant to A.R.S. §§ 1-501 and 1-502, PCDIC is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a PCDIC-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

13. **Violations Disclosure:**

The Consultant shall notify PCDIC of any notices from any regulatory authority with respect to any violation or alleged violation of any law or regulation by the Consultant.



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Further, the Consultant shall be required to immediately notify PCDIC of any inspection, audit, or review by any regulatory authority or records procedure of the Consultant and provide PCDIC with a copy of any written findings prepared by such regulatory authority in connection with such inspection, audit, or review.

14. **Respondent's Rights:**

All materials submitted in response to this RFP become the property of PCDIC. No submission or supporting documentation will be returned to the Respondent. Each Respondent, as an express condition for PCDIC's consideration of such Respondent's proposal, agrees that every Respondent's SOQ will be treated as confidential and waives the right to review, copy or otherwise access any SOQ or the information contained in any SOQ prior to the announcement of an award. In the event of an appeal after an award is made or recommended the SOQ of the Respondent to whom an award is made and the SOQ of any Respondent contesting, protesting or otherwise challenging an award or recommendation will be subject to disclosure in connection with the appeal.

D. **COSTS AND PAYMENTS**

1. **Commencement of Work:**

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

2. **Late Submission of Claim By Contractor:**

PCDIC will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.

3. **No Advance Payments:**

Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.



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4. IRS W9 Form:

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

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

E. CONTRACT CHANGES

1. Contract Amendments:

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

2. Assignment – Delegation:

No right or interest in this Contract nor monies due hereunder shall be assigned in whole or in part without written permission of PCDIC, and no delegation of any duty of Contractor shall be made without prior written permission of the President, which may be withheld for good cause. Any assignment or delegation made in violation of this Section shall be void.

3. Non-Exclusive Contract:

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of PCDIC. PCDIC reserves the right to obtain like goods or services from another source when necessary.

4. Authorized Changes:

PCDIC reserves the right at any time to make changes in any one or more of the following: a) specifications; b) implementation schedule. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty (30) days from the receipt of the change. Price increases or extensions of delivery time shall not be binding on PCDIC unless



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evidenced in writing and approved by the President prior to the institution of the change.

F. RISK OF LOSS AND LIABILITY

1. Title and Risk of Loss:

The title and risk of loss of material or service shall not pass to PCDIC until PCDIC actually receives the material or service at the point of delivery; and such loss, injury, or destruction shall not release Contractor from any obligation hereunder.

2. Acceptance:

All service is subject to final inspection and acceptance by PCDIC. Noncompliance shall conform to the cancellation clause set forth in this document.

3. Indemnification – Patent, Copyright and Trademark:

The Contractor shall indemnify and hold harmless PCDIC and the City against any liability, including costs and expenses, for infringement of any patent, trademark or copyright or other proprietary rights of any third parties arising out of contract performance or use by PCDIC of materials furnished or work performed under this Contract.

The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any suit or proceeding which is, has been, or may be brought against PCDIC and/or the City of Phoenix and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify PCDIC and/or the City against any and all expenses, losses, royalties, profits and damages including court costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. PCDIC and/or the City may be represented by and actively participate through its own counsel in any such suit or proceedings if it so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.



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4. **Force Majeure:**

Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure shall not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition.

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

5. **Organization – Employment Disclaimer:**

The Contract resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the Contract are considered to be PCDIC or the City's employees and that no rights of City civil service, benefits, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold PCDIC and/or the City harmless with respect thereto.



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6. Loss of Materials:

PCDIC does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the project manager.

7. Damage to PCDIC Property:

Contractor shall perform all work so that no damage to the building or grounds results. Contractor shall repair any damage caused to the satisfaction of PCDIC at no cost to PCDIC.

G. WARRANTIES

1. Quality:

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

2. Responsibility for Correction:

It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance.

3. Liens:

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

4. Professional Responsibility:

Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States.



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H. PCDIC’S CONTRACTUAL RIGHTS

1. Right to Assurance:

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 (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

2. Non-Exclusive Remedies:

The rights and remedies of PCDIC under this Contract are non-exclusive.

3. Default:

In case of default by the Consultant, PCDIC 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 proposal and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

4. Covenant Against Contingent Fees:

Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this 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 Contractor for the purpose of securing business. For breach or violation of this warranty, PCDIC shall 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.

5. Cost Justification:



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In the event only one response is received, PCDIC may require the Consultant to submit a cost proposal in sufficient detail for PCDIC to perform a cost/price analysis to determine if the proposal price is fair and reasonable.

6. Reservation of Rights by PCDIC:

PCDIC is not obligated to accept any SOQ or to negotiate with any Respondent to this RFP. PCDIC reserves the right to accept SOQs which are deemed most favorable and in the best interests of PCDIC after all SOQs have been examined and canvassed, to reject any or all SOQs, and to be the sole judge of the Services best suited for PCDIC.

The issuance of this RFP and the acceptance of SOQs do not constitute an agreement by PCDIC that any Contract shall actually be entered into by PCDIC. PCDIC expressly reserves the right to:

1. Waive any immaterial defect or informality in any SOQ.
2. Reject any or all SOQs.
3. Reissue an RFP.
4. Procure any service by any other means.
5. Request additional information and data from any or all companies.
6. Negotiate with any qualified Respondent.
7. Have varying requirements, or to agree to varying waivers for different SOQs as shall fit PCDIC's needs.
8. Contract with more than one Respondent, if deemed in PCDIC's best interest.

I. CONTRACT TERMINATION

1. Gratuities:

PCDIC 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 PCDIC making any determinations with respect to the performing of such contract. In the event this Contract is canceled by PCDIC pursuant to this provision, PCDIC shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.



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2. Conditions and Causes For Termination:

PCDIC shall have the right to terminate this Contract, in whole or in part, or suspend Services under the Contract at any time without penalty or further obligation. If this Contract is terminated, PCDIC shall be liable only for payment at a rate equal to the agreed compensation for requested Services rendered and reimbursed for authorized expenses actually incurred in rendering such Services as of the date of such termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to PCDIC after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit PCDIC to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

PCDIC 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. PCDIC 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 PCDIC, Contractor provides personnel who do not meet the requirements of the Contract;

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

In the opinion of PCDIC, Contractor attempts to impose on PCDIC 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 PCDIC, Contractor fails to make progress in the performance of the requirements of the Contract and/or give PCDIC a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

The Consultant shall not assign the rights, or delegate the duties, or otherwise dispose of or subcontract any right, title, interest or obligation in or to all or any part of any Contract, or assign any monies due or to become due to such



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Consultant without the prior written consent of PCDIC, which may be withheld by PCDIC in its sole and absolute discretion.

3. **Contract Cancellation:**

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



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IX. CONSULTANT OFFER and SUBMITTAL (COMPLETE AND RETURN)

Please complete and submit:

Original and five (5) copies of this entire Submittal Section which includes:

- 1) Your narrative Response to the Evaluation Criteria as stated in Section V(C) (6) (Evaluation Criteria) (“Technical Component”)
- 2) Attachment I – Statement of Certifications
- 3) Attachment II – Customer Reference Listing
- 4) Attachment III - Cost Proposal Table for Audit and Tax Return Services and Cost Proposal Table for Tax Services (“Price Component”)
- 5) Attachment IV - Cost Proposal Table for Financial Advisor Services and Cost Proposal Table for Financial Advisor Services (“Price Component”) (if applicable)
- 6) Offer and Acceptance, Section IX
- 7) All other documents, if any, required by Section V, Evaluation Requirements:
- 8) Any alternative terms, clearly separated and marked as such as an attachment to the Submittal.
- 9) Any proprietary information clearly separated and marked as such as an attachment to the Submittal.

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

A. PRICING COMPONENT:

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

Cost is a factor in awarding the contract, however, only those proposals that meet all the mandatory criteria in the RFP will be given consideration. The contract will not be awarded solely on the basis of price. After a composite technical score for each Consultant has been established, the pricing score will be considered and additional points will be added to the technical score to determine the RFP total score. The maximum score for price will be assigned to the Consultant offering the lowest price and proportional scores will be assigned to the other Consultants.

Complete Attachment III & IV – Cost Proposal Tables

Provide which requests hourly billing rates and other charges for the services. State clearly which service types to which rates will apply. The hourly rate is intended to fully compensate the Consultants for all services. No additional expenses are allowed, including reproduction costs associated with the Services, travel, lodging, and meals, miscellaneous and other expenses related to the completion of the services.



SECTION VIII – STANDARD TERMS AND CONDITIONS

B. TECHNICAL COMPONENT:

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



SECTION VIII – STANDARD TERMS AND CONDITIONS

C. OFFER AND ACCEPTANCE:

TO PCDIC:

The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of this Request for Proposals and any written exceptions in the offer.

The Consultant certifies that the Consultant has read, understands, and will fully and faithfully comply with this Request for Proposals, any attachments and any referenced documents. The Consultant also certifies that the prices offered were independently developed without consultation with any of the other Consultants or potential Consultants.

Authorized Signature

Date

Printed Name and Title



SECTION VIII – STANDARD TERMS AND CONDITIONS

Consultant's Contact Information:

Company Name _____

Address _____

City, State and Zip
Code _____

Telephone Number _____
Company's Fax
Number _____

Company's Toll Free # _____

Email Address _____

Website _____

Payment Address: (If different from above)

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

Name _____

Address _____

City, State and Zip
Code _____

Payment Address: (If different from above)

Note: Any assignment of proceeds must go through PCDIC and formal assignment procedure. Please also refer to the Assignment Provision, Section VIII (2), Standard Terms and Conditions.

Name _____

Address _____

City, State and Zip Code _____



SECTION VIII – STANDARD TERMS AND CONDITIONS

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

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

- 1. All forms have been signed. All of Section IX – Submittals and required attachments are included. All contract terms have been read.
- 2. Narrative Portion of the Proposal follows the sequence set forth in Section V – Evaluation Requirements.
- 3. The prices offered have been reviewed. All blanks have been filled in. The pricing page is included with the Proposal Response.
- 4. The resume and other page limitations, if any, have been followed.
- 5. The insurance and bond and surety requirements, if any, have been reviewed to assure you are in compliance. Attach a Certificate of Insurance and other requested documents.
- 6. The specified number of copies of your offer has been included.
- 7. Any addenda have been signed and are included.
- 8. The mailing envelope has been addressed to:
The mailing envelope clearly shows:
Your company’s name and address, the RFP Number, RFP Title, and the proposal opening date.
- 9. The response will be mailed in time to be received no later than 10:00 a.m. local Arizona time.
- 10. Request for Consideration of Alternate Terms, if needed, is included. See Section IV (I), Instructions to Consultants. If requested, the request must be submitted with the proposal either as a separate section of the proposal or as a separate attachment and must be titled as “Request for Consideration of Alternate Terms.”



SECTION VIII – STANDARD TERMS AND CONDITIONS

ATTACHMENT I

STATEMENT OF CERTIFICATIONS

Respondent certifies that it is a) proprietorship ____; b) partnership ____; c) corporation and is in good standing in the state of its formation.

Arizona Sales Tax Number: _____
Use Tax No. for Out-of-State Business: _____
City of Phoenix Sales Tax Number: _____
Federal Tax Identification Number: _____

Respondent certifies that its management has read, understands, and will fully and faithfully comply with the RFP, its attachments and any referenced documents. Respondent also certifies that the prices and rates stated/offered were independently developed without consultation with any of the other persons or potential Respondents.

Respondent's Legal Name: _____
Mailing Address: _____
Street Address, if other than Mailing Address: _____
City, State and Zip Code: _____
Authorized Signature: _____
Printed Name and Title: _____

Respondent's Fax Number: _____
Respondent's Toll Free Number: _____
Respondent's Telephone Number: _____
Respondent's E-mail Address: _____

Statutory Agent (if applicable): _____
Address: _____
Phone Number: _____
Principals: _____
Also Doing Business As: _____

Payment Address, if different from above:
Name: _____
Address: _____
City, State and Zip Code: _____



SECTION VIII – STANDARD TERMS AND CONDITIONS

ATTACHMENT II

CUSTOMER REFERENCE LISTING

Respondent shall furnish the names, addresses, and telephone numbers of a minimum of five (5) Consultants for which the Respondent is currently providing, or has provided in the past, audit and/or tax return preparation services for New Markets Tax Credit and/or Nonprofit Programs. Indicate the services provided by placing an X in the appropriate box. Add additional references as desired.

Company Name	Address	Contact	Phone Number	Services Provided			
				NMTC Audit	NMTC Tax	Nonprofit Audit	Nonprofit Tax



SECTION VIII – STANDARD TERMS AND CONDITIONS

ATTACHMENT III

AUDIT & TAX RETURN SERVICES

Audit Consulting Services Fees Per Year					
Entity	Staff Position	Hourly Rate	Number of Hours	Total Fees per Staff Position	Not to Exceed Fee
PCDIC					
6 CDEs with no Investment Funds					
1 CDE with one Investment Fund					
Total Annual Audit Consulting Fees:					

Tax Return Consulting Services Fees Per Year					
Entity	Staff Position	Hourly Rate	Number of Hours	Total Fees per Staff Position	Not to Exceed Fee
PCDIC					
6 CDEs with no Investment Funds					
1 CDE with one Investment Fund					
Total Annual Tax Return Preparation Consulting Fees:					

Grand Total Annual Audit AND Tax Return Preparation Consulting Fees:



SECTION VIII – STANDARD TERMS AND CONDITIONS

ATTACHMENT III

AUDIT & TAX RETURN SERVICES - continued

Authorized Signature

Date

Printed Name and Title



SECTION VIII – STANDARD TERMS AND CONDITIONS

ATTACHMENT IV

**FINANCIAL ADVISOR CONSULTING SERVICES
PROPOSED HOURLY RATES**

Name of proposer: _____

Each proposer must submit an all-inclusive hourly rate for the consultants to be assigned to this Contract.

The City shall not be responsible for any proposer errors or omissions. The successful proposer shall be contractually bound to the hourly rate(s) listed below. With the exception of travel expenses, which must be approved in writing in advance by the City, no other expenses or fees will be reimbursed.

Hourly rate for: _____ \$ _____

Hourly rate for: _____ \$ _____

Add lines and staff positions as necessary.

Authorized Signature

Date

Printed Name and Title