REQUEST FOR PROPOSAL
FEASIBILITY STUDY FOR VISTA CENTER FOR THE ARTS

The City of Surprise, Arizona

RELEASE DATE: May 2, 2024
DEADLINE FOR QUESTIONS: May 23, 2024
RESPONSE DEADLINE: May 30, 2024, 11:00 am

RESPONSES MAY BE SUBMITTED ELECTRONICALLY TO:
https://secure.procurenow.com/portal/surpriseaz
The City of Surprise

REQUEST FOR PROPOSAL

Feasibility Study for Vista Center for the Arts

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Legal Notice</td>
<td></td>
</tr>
<tr>
<td>II. Introduction</td>
<td></td>
</tr>
<tr>
<td>III. Scope of Work</td>
<td></td>
</tr>
<tr>
<td>IV. Instructions to Offerors</td>
<td></td>
</tr>
<tr>
<td>V. Standard Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td>VI. Special Terms and Conditions</td>
<td></td>
</tr>
<tr>
<td>VII. Evaluation Phases</td>
<td></td>
</tr>
<tr>
<td>VIII. Insurance Requirements</td>
<td></td>
</tr>
<tr>
<td>IX. Vendor Response</td>
<td></td>
</tr>
</tbody>
</table>
I. Legal Notice

I.A Notice

The City of Surprise is seeking proposals for a Feasibility Study for Vista Center of the Arts per the specifications herein.

In accordance with the City Procurement Code, competitive sealed proposals will be received by the City Procurement Division via the City's e-Procurement Portal, OpenGov (https://secure.procurennow.com/portal/surpriseaz) until the date and time cited in this document. Proposals must be in the actual possession of the Procurement Division on or prior to the exact date and time indicated within this solicitation. Late responses will not be considered. Offerors must carefully read the entire RFP package.

Information regarding the requirements of this RFP as well as the entire information package can be downloaded from the City’s e-Procurement Portal: https://secure.procurennow.com/portal/surpriseaz.

The City shall not be held responsible for any oral instructions or formal documentation of any information exchanged during a pre-proposal meeting. Any changes to this Request for Proposal will be in the form of a published amendment. All technical questions regarding this Request for Proposal must be submitted through the City's e-Procurement Portal.

Please reference Feasibility Study for Vista Center for the Arts, Anita Dandurand, Procurement Officer in all your communications to the City.

Anita Dandurand
Procurement Officer

Publication: AZ Business Gazette and City of Surprise website:
https://www.surpriseaz.gov/bids.aspx
Date(s): May 2, 2024

II. Introduction

II.A Summary

The City of Surprise seeks qualified firms to conduct a feasibility study to include a value assessment and operation recommendations for performing arts facilities in Surprise. The value assessment will include a study of the market interests and needs, and the social and economic impact of a performing arts facility. The operations plan will have a focus on the Vista Center for
the Arts (Vista), with recommendations for operations, governance, and partnership models between the City of Surprise (City), Dysart School District (Dysart), and Vista Center for the Arts Non-Profit (Non-Profit) based on the value assessment, capacity, and available resources.

This study will facilitate the City’s decision making for future investments in arts and culture partnerships, programming, and facilities. The goal of this study is to assess the feasibility of a City partnership with the District to sustain operations of the Vista and provide cultural value and economic impact in Surprise.

The City of Surprise desires to understand:

A. Is there a market demand and community need for a performing arts center in Surprise?
B. What is the social and economic impact potential of the Vista Center for the Arts?
C. What is the capacity of the partners and facility infrastructure to meet community needs?
D. What governance and operation models could build a sustainable and financially viable partnership between partners?

II.B Background

The City of Surprise recognizes the value and impact of arts and culture on our community, and in April 2023, the City further invested in arts and culture by establishing an Arts & Culture Division. Prior to the formation of the Arts & Culture Division, programming was supported through the advocacy and direction of the Arts and Cultural Advisory Commission. Other City departments were developed and continue to manage arts and culture-related programming including Sports and Tourism, Parks and Recreation, and Human Services and Community Vitality.

The City currently partners with the Dysart School District on many arts and culture projects including student artwork contests, student performances at City events, and community programming at the Vista. The City also supports operations at the Vista through the Sports and Tourism Fund and Arts and Culture Grants.

Built in 2008, the Vista Center for the Arts is a state-of-the-art performing arts center owned and operated by the District and supported by the Non-Profit. The Non-Profit was formed in 2022 to grow financial support to offset artist fees and operational costs, keeping ticket pricing affordable and the arts more accessible. This venue offers a spacious lobby, a 1,300-seat theater, and a 200-seat theater.

The Vista currently operates with multiple programs and usages including classroom and performance space for the District, national touring productions, productions of local performing arts organizations, a visual arts gallery in the lobby, and facility rental of the Vista. The facility is currently owned, managed, and operated by staff from the District.

II.C Contact Information

Project Contact:
Julie Akerly
Arts and Culture Manager
16000 N Civic Center Plaza
Surprise, AZ 85374
Email: julie.akerly@surpriseaz.gov
Phone: (623) 222-2920

Procurement Contact:
Anita Dandurand
Procurement Officer

City of Surprise, AZ
REQUEST FOR PROPOSAL
Feasibility Study for Vista Center for the Arts
II.D  Timeline

<table>
<thead>
<tr>
<th>Release RFP Date</th>
<th>May 2, 2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optional Pre-Proposal</td>
<td>May 16, 2024, 10:00am</td>
</tr>
</tbody>
</table>
| Meeting (Non-Mandatory)| [https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjU1NDkxZTUtM2I3NC00ODVkJWJhZDgtMjhjNTE1NjM0MjImlm%40thread.v2/0?context=%7b%22Tid%22%3a%22%22%2a%2210506839-e45d-a5fd-6b756c5cf87%22%2a%22Oid%22%3a%22448ac36c-f91b-4111-bd8f-7f7da6a827a0%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjU1NDkxZTUtM2I3NC00ODVkJWJhZDgtMjhjNTE1NjM0MjImlm%40thread.v2/0?context=%7b%22Tid%22%3a%22%22%2a%22%2a%2210506839-e45d-a5fd-6b756c5cf87%22%2a%22Oid%22%3a%22448ac36c-f91b-4111-bd8f-7f7da6a827a0%22%7d) | Dial-in by phone  
+1 480-561-5974, 658542566# United States, Phoenix  
Phone conference ID: 658 542 566# |
| Final Date/Time for Questions | May 23, 2024, 4:00pm |
| RFP Due Date/Time       | May 30, 2024, 11:00am |
| Anticipated Contract Award | June 14, 2024 |

III.  Scope of Work

III.A  Additional Specifications

Phase 1 – VALUE & CAPACITY ASSESSMENT

Market Assessment
• Assess current trends and future projections in Cultural Arts Centers including industry definitions, industry growth/decline, trends and analysis

• Prepare a comparative analysis of private and public arts, culture, and event centers in the region that host events and the types of facilities and amenities, staffing, and programs

• Determine if the market is saturated or in a deficit with certain types of programming, venues, and spaces

• Review and present existing data on the social and economic impact of the arts in Arizona and the West Valley including the Arts and Economic Impact Prosperity 6 Report for the West Valley

• Evaluate the social, economic, and tourism impact potential of a performing arts center in Surprise, and compare to the impact potential of the Vista

• Identify and evaluate the market demand for singular, public use of the Vista through rentals such as conferences, celebrations, and other private gatherings

• Identify and evaluate the market demand and feasibility of touring artists and productions, including size and scale of productions, types of productions, and demographic reach

Community Needs Assessment
• Meet with community stakeholders to gain insight into needs and wants, including City, Non-profit, Dysart, along with Ottawa University, school district affiliates (teachers, parents, students), local arts organizations, attendees of cultural events, and community members at large

• Conduct a survey of current and prospective audiences including show attendees, parents, residents, and tourists

• Conduct a survey of current and prospective users of the Vista facilities to assess current and future needs of a performing arts center, including the frequency of use annually

• Evaluate the need for arts education and programming uses of a performing arts center for current and future arts curriculum and programs

• Evaluate the need for accessible and inclusive arts and culture programming in Surprise, and compare to the Vista’s current and potential programming capacity to fulfill need

• Determine the underserved community activity needs in Surprise and greater West Valley, and the potential of the Vista to address those needs or if there are alternative facility needs

Facility and Site Assessment
• Assess and evaluate City and District facilities currently used for arts and culture and their capacity to fulfill market and community needs, and their approximate functionality, locations, usages, capacities, and conditions

• Assess the Vista Center for the Arts facility and its capacity to fulfill market, community, and partner needs and align with best practices in the industry including accessibility, administrative space, classroom and workshops space, production space, front of house, theaters, back of house, production equipment, etc.

• Assess staffing needs to operate Vista Center for the Arts with considerations for safety, industry standards, and ability to provide quality programming and services

Partner Assessment
- Review and present existing models of governance, operations, and partnerships between government, schools, and/or non-profit organizations of cultural arts facilities
- Review partner’s strategic and cultural plans, organizational structures, annual reports and budgets, history, facilities, and funding sources
- Operational review of partners to include current arts and culture operations and programming, governance/partnership agreements, staffing, attendance, financial performance, utilization, audience surveys, audience demographics, and economic impact data

Phase II – OPERATIONS & GOVERNANCE RECOMMENDATIONS

Governance Recommendations
- Propose models and make recommendations for governance structures between District, City, and Non-Profit including responsibilities, ownership, and roles for the management of facility, operations, funding, fundraising, marketing, programming, staffing, maintenance, and capital improvements
- Propose governance, roles, responsibilities, and relationships between the Surprise Arts and Cultural Advisory Commission, Sports and Tourism Commission, and the Vista Center for the Arts Non-Profit board
- Conceptualize mission, branding, signage, marketing and integration for Vista considering the recommended partnership models and governance roles
- Propose considerations and best practices for contractual and partnership agreements between partners to support a clear and sustainable partnership

Operations Recommendations
- Propose recommendations of programming that aligns with market value, community value, market analysis, and operational capacity (affordances of venue, staff capacity, budget and revenue goals)
- Propose organizational structures required to operate the Vista, with consideration to staff that may fulfill multiple needs and responsibilities for the District and/or City (i.e. facilities staff, programming, community engagement, arts education)
- Develop an activity forecast mapping out the facility usage over the course of one year including District classes and performances, rentals, touring artists, and community partnership events.

Facility Recommendations
- Initial capital investment of facility production equipment for proposed operations and considerations of risk, safety, and industry standards for proposed operations
- Evaluation, budgetary, and prioritization planning for necessary updates to Vista facilities, offices, classrooms, and performances spaces to achieve recommended programmatic and operational models
• Assessment of the current facility’s capacities and recommended updates to support the needs of market, community, and stakeholders

• Recommendations for additional facilities to support needs of market, community, and stakeholders that cannot be served by the Vista

Budget Recommendations

• Recommend funding sources and strategies to build a long-term funding source, and identify potential and appropriate funding mechanisms to support the Vista

• Initial capital improvement cost estimate based on study of the Vista’s current state and proposed use to bring facility to safe and functioning operating levels (i.e. equipment, building maintenance, furniture, fixtures, etc.)

• Prepare an annual operating budget based on size, programming, and operations (wages, utilities, maintenance, repair, advertising, artist fees, insurance, etc.)

• Development of an annual potential maintenance budget and CIP improvement budget to maintain and improve the current facility

• Prepare a financial projection of revenues for ten (10) years of operations, based on one-time and recurring revenue opportunities (ticket sales, rentals, etc.)

CONSULTANT REQUIREMENTS/DELIVERABLES

The consultant will be required to lead all aspects of the project, including reporting at key milestones, timely communications with City staff, and development and maintenance of all documentation (i.e. notes, minutes, presentations) from internal and external meetings. In addition to the process of acquiring the input listed in Scope and Services and presenting findings at key milestones in this process, the deliverables will include the following:

• Organizational outreach, research, development, and production associated with a Feasibility Study

• Initial stakeholder meetings with City staff, District Staff, City Council, Arts and Cultural Advisory Commission, Sports and Tourism Board, Vista Center for the Arts Non-profit Board, School Board, arts and culture organizations and community members

• Periodic update reports on data gathering and analysis, public consultation results, overall findings, and project status

• A mid-point, high-level draft document with general strategies, directions, priorities, and findings, suitable for compilation as a draft public report

• A “workshop” with stakeholders from City, District, and Non-Profit to review the draft plan, and obtain stakeholder feedback on any significant opportunities, challenges, issues, and long-term asset and funding priorities

• Production of study in various media and interactive formats for presentations and outreach

• A final written report suitable for City Council and School Board presentation, comprising of a concise, cohesive, and graphically rich feasibility study including a value and capacity assessment and operations and governance recommendations

• A final presentation to City Council, School District, and Non-Profit to articulate key findings and recommendations.
PROJECT ORGANIZATION AND MANAGEMENT

The Consultant will work with the City of Surprise staff and meet regularly with a Working Group, comprised of representatives from the Arts and Cultural Advisory Commission, the Vista Center for the Arts Non-Profit Board, the Sports and Tourism Board, and the Dysart School District.

The Project Manager for this study will be the Arts and Culture Manager. The Project Manager will support the Consultant in planning meetings with community members and stakeholders, solicit feedback from key staff at each phase of the project development, and may involve a small group of additional staff in meetings with the Consultant. It is intended that the Consultant work collaboratively with the Project Manager and other City staff, as required, throughout the process.

IV. Instructions to Offerors

IV.A OFFER SUBMISSION, DUE DATE AND TIME

Offers in response to this solicitation shall be submitted via the City’s e-Procurement Portal, OpenGov to be received no later than Thursday, May 30, 2024, at 11:00 am.

IV.B PREPARATION OF PROPOSAL

A. All proposals must be on the forms provided in this Request for Proposal package. It is permissible to copy these forms if required. Faxed or e-mailed responses will not be considered.

B. The Offer and Contract Award document must be submitted with a signature by a person authorized to sign the offer.

C. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price will govern. No proposal may be altered, amended, or withdrawn after the specified proposal due date and time.

D. Periods of time, stated as a number of days, will be calendar days.

E. It is the responsibility of all prospective offerors to examine the entire Request for Proposal package and seek clarification of any item or 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 proposal due date and time.

IV.C PROPOSAL FORMAT

Proposals shall be submitted via the City’s e-Procurement Portal. Proposal submissions are limited to a maximum of fifteen - (15) pages pages in length, excluding the Offer & Acceptance page, Cover Letter, references from similar projects of past performance, and any other...
required forms. Adherence to the maximum page criteria is critical; each page side containing evaluation criteria information will be counted. Detailed written responses shall be on 8 ½” x 11” paper using font no smaller than 11 point and printed on one side. Pages that have photos, charts, graphs or criteria information will be counted toward the maximum number of pages. Supplemental Resumes are not allowed and will be counted toward the page limit. The Proposal response shall be submitted with the following sections:

**Offer and Acceptance**
The first section of the proposal shall contain the Offer and Acceptance Form. The Offer and Acceptance Form shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, Secretary, or other corporate officer(s) that is permitted to contract on behalf of the organization.

**Cover Letter**
Identification of Offeror including name, address, telephone number, fax number and email address. The letter must include signature of an officer of the Offeror authorized to contract for work.

**Proposal Response** (fifteen - (15) pages)
The proposal response should address the following evaluation criteria.

**Qualifications of Firm and Team:**
The Offeror should provide a brief history of the company including number of years in business, primary business focus and number of years providing the services described in Scope of Work. Identify the proposed project team and any proposed subconsultants. Provide evidence of qualifications for relevant experience and expertise of the project team members in providing services pertaining to performing arts facilities feasibility studies, market studies, and/or operation plans.

**Project Understand and Approach:**
The Offeror should provide a narrative that describes the approach to the Scope of Services. Include:

- Approach to project phases
- Specific project phase activities and personnel to be assigned
- Resources needed from the City and stakeholders

Provide a description, method, or example of how your team considers access, inclusion, and equity in the process of conducting studies, creating plans, and facilitating conversations with stakeholders. Describe the role of City staff in the proposed approach to the work. The Offeror should provide any recommendations for scope enhancements that will positively impact the quality of the feasibility assessment. Describe the roles and responsibilities of any proposed subcontractors in the proposed approach to the work.

**Quality of Past Performance:**
The Offeror should provide a minimum of three (3) samples of deliverables from substantially similar projects performed by the proposed team members and subconsultants, preferably those cited as references. These samples will NOT be counted towards the 15 page limit.

The Offeror should provide a minimum of three (3) references from similar projects performed for state and/or local government clients, school districts and/or nonprofits partnership within the last three years. The City reserves the right to contact additional clients for references, if deemed necessary. Information provided for each reference should include:

- Client Name
- Project Description
- Project Dates (starting and ending)
- Staff assigned to referenced project that are proposed to perform services for the City
- Client project manager name, email, and telephone number

**Proposed Fee Schedule:**

The Offeror shall provide a fee proposal and budget with descriptions of line items (may not exceed $100,000).

**Project Schedule:**

As part of this proposal, the Offeror shall submit a proposed project schedule or work plan. The Offeror shall identify all assumptions and constraints on to which the project schedule and work plan are based. Provide an estimate timeframe for each setup or phase of the project. Based on the City’s budget processing timeline, the goal of this study should aim to be completed within six (6) months to secure budget approval for the fiscal year. The Project Schedule at a minimum shall include the following deliverable and milestone dates.

- Contract Award Start Date
- Contract Kickoff date/meeting with the City
- Stakeholder Meetings
- Draft Report to the City
- Final Report Due Date
- Presentation to the City/Council
- Project Completion date

*Failure to provide all documents or follow the provided order in your proposal may result in your submission being deemed non-responsive.*

The City of Surprise reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates
acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the City of Surprise and the firm selected.

IV.D INQUIRIES

Any question related to the Request for Proposal must be submitted in writing through the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, Thursday, May 23, 2024, by 4:00 pm. Please include the section title for each question, if applicable, in order to ensure that questions asked are responded to correctly. All questions submitted and answers provided shall be electronically distributed to proposers, following this solicitation on the City's e-Procurement Portal.

IV.E PROSPECTIVE OFFERORS CONFERENCE

A prospective Offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City’s position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City. The City will then determine if any action is necessary and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

IV.F LATE PROPOSALS

Late proposals will not be considered.

IV.G WITHDRAWAL OF PROPOSAL

At any time prior to the specified proposal due date and time, proposals may be withdrawn through the City's e-Procurement Portal, the responding firm may “unsubmit” their proposal in OpenGov. After withdrawing a previously submitted proposal, the responding firm may submit another proposal at any time up to the deadline for submitting proposals prior to the proposal opening.

IV.H AMENDMENT OF PROPOSAL

Any addenda shall be posted on the City's e-Procurement Portal and must be acknowledged by the offeror. Addenda notifications are emailed through OpenGov and are sent to all persons on record in OpenGov as Following this RFP. Failure of any offeror to receive any such addenda or interpretation shall not relieve such offeror from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.
IV.I **VENDOR REGISTRATION**

The successful Offeror must have a completed vendor registration for vendor payment with the City of Surprise Procurement Division. Vendor registration for proposal submissions shall be completed by creating a FREE account with OpenGov by signing up at [https://secure.procurenow.com/signup](https://secure.procurenow.com/signup).

IV.J **RESPONSIVE OFFEROR**

An Offeror determined by the Procurement Manager to have submitted a proposal that conforms in all material respects to the requirements of the proposal documents.

IV.K **RESPONSIBLE OFFEROR**

An Offeror determined by the Procurement Manager to have the following qualities:

a) The ability, capacity, experience and skill to provide the goods and/or services in accordance with proposal specifications;
b) The ability to provide the goods and/or services promptly, or within the time specified, without delay or interference;
c) The resources of such capacity to enable the Offeror to provide the goods and/or services;
d) The quality and adaptability of services required or necessary to the particular use;
e) The financial resources to perform the Contract.

IV.L **PROPOSAL EVALUATION**

Award(s) will be made to the responsible and responsive Offeror(s) whose proposal(s) conforms in all material respects to the requirements and criteria set in the Request for Proposal. The City will be the sole judge as to the acceptability of the products and/or services offered.

During the evaluation process, the City of Surprise reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from proposers. At the discretion of the City of Surprise, firms submitting proposals may be requested to take part in virtual interviews through TEAMS as part of the evaluation process.

If virtual interviews are conducted, it will be through TEAMS and the Evaluation Committee will determine the Offerors best suited to meet the needs of the City based on the scoring of the evaluation criteria. These Offerors will form the “Offeror Short List” that may be invited for virtual TEAMS interviews.

Interviews will be conducted at City offices through TEAMS. Time limitations and presentation requirements will be provided with the “Offeror Short List” notification. Each Evaluation Committee member will score each interview. Interview scores will be the sole determining factor for selection.
The City may elect, at its sole option, not to conduct interviews with Offerors. The City may request additional information or clarification of Offerors and hereby reserves the right to select the particular response to this RFP that it believes will best serve its business and operational requirements, considering the evaluation criteria herein.

**IV.M EVALUATION CRITERIA**

The following evaluation factors are listed in descending order of importance. Topics should be addressed in the following order for ease of evaluator interpretation and evaluation. The committee will evaluate and rank the offers, based on the following criteria & weight:

a) Qualifications of Firm and Team: 30%
b) Project Understanding & Approach: 25%
c) Quality of Past Performance: 30%
d) Proposed Fee: 5%
e) Project Schedule: 10%

**IV.N AWARD OF CONTRACT**

a) Unless the prospective offeror states otherwise, or unless provided within this Request for Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

b) A response to a Request for Proposal is an offer to contract with the City based upon the terms, conditions and specifications contained in the City’s Request for Proposal and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City. The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the Request for Proposal; unless modified by a Solicitation Addendum or a Contract Amendment.

c) Notwithstanding any other provision of this Request for Proposal, The City expressly reserves the right to:
   i. Waive any immaterial defect or informality: or
   ii. Reject any or all proposals, or portions thereof, or
   iii. Reissue a Request for Proposal.

**IV.O DISCUSSIONS**

In accordance with the City of Surprise Procurement Code, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.
IV.P PROTESTS

Any interested party wishing to protest the intent to award a contract must submit a written protest to the purchasing manager in accordance with the Bid Protests policy which may be found at https://library.municode.com/az/surprise/codes/municipal_code?nodeId=PTIGEOR_CH2AD_ARTIXPRCO_S2-349BIPR no later than 14 calendar days after notification of the intent to award. Untimely protests will not be considered.

V. Standard Terms and Conditions

V.A OVERVIEW

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

V.B DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

City – is defined as the City of Surprise, Arizona.

Contract – is defined as the resulting agreement between the City and the Consultant pursuant to this solicitation including, but not limited to, the combination of the Solicitation, including the Special Terms and Conditions, the Standard Terms and Conditions, the Construction Special Terms and Conditions, the Construction Standard Terms and Conditions, Insurance Requirements, and the Specifications and Statement or Scope of Work/Services; the Offer; and any Solicitation amendments or Contract Amendments.

Contract Amendment – is defined as a written document signed by the Procurement Manager that is issued for the purpose of making changes in the Contract.

Consultant – is defined as the Offeror who was awarded the Contract with the City.

Day(s) – are defined as calendar Days unless otherwise specified.

Exhibit – is defined as any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

Gratuity – is defined as a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
Good(s) – are defined as articles moveable at the time of sale, including, but not limited to, equipment, supplies, consumable items, commodities, materials, products, parts, assets, or the like, received by the City in the execution of a Contract.

Offer – is defined as the bid, proposal, or qualifications submitted in response to this Solicitation that may be awarded the Contract.

Offeror – is defined as the individual or legal entity that submitted the Offer to this Solicitation.

Procurement Code - is defined and codified as Surprise Municipal Code, Article II, Chapter 9, Sec. 2-335 et seq., which is publicly accessible.

Procurement Manager – is defined as the person, or his or her designee, duly authorized by the City to enter into and administer Contracts and make written determinations with respect to the Contract.

Service(s) – are defined as the work performed or the furnishing of labor, time or effort expended by a consultant or subcontractor, including, without limitation, all work, labor, time, effort, personnel, construction, equipment, products, supplies, parts, or other materials used in the performance of a Contract. The term "Services" does not involve: the delivery of a specific end product, other than required reports and performance; employment agreements; or, collective bargaining agreements.

Solicitation – is defined as this Request for Proposal (“RFP”) by which the City invites potential consultants to participate in a procurement.

Subcontract – is defined as any contract, express or implied, between the Consultant and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any Good and/or any Service required for the performance of the Contract.

V.C CERTIFICATION

By signature in the Offer Section of the Offer and Acceptance Award page, the Offeror certifies:

A. The submission of the Offer did not involve collusion or other anti-competitive practices;

B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246; and

C. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, Gratuity, special discount, trip favor, or service to a public servant in connection with the submitted Offer. Failure to sign the Offer, or signing it with a false statement, shall void the Offer and/or any resulting Contracts, and the Contractor may be debarred.
V.D **CONTRACT**

The Contract between the City and the Consultant shall consist of: (1) the Solicitation, including instructions, all terms and conditions, Specifications, scopes of work, Attachments, and any amendments thereto, and (2) the Offer submitted by the Consultant in response to the Solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written Contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's Offer. The Solicitation shall govern in all other matters not affected by the written Contract.

V.E **CONTRACT AMENDMENTS**

This Contract may be modified only by a written Contract Amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

V.F **CONTRACT APPLICABILITY**

The Consultant shall substantially conform to the terms, conditions, Specifications and other requirements of this Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Consultant and the City, are not applicable to this Solicitation or any resulting Contract.

V.G **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 the City. The City reserves the right to obtain like Goods and/or Services from another source when necessary. Off-Contract purchase authorization may only be approved by the Procurement Manager. Approval shall be at the discretion of the Procurement Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-Contract procurement shall be consistent with the Procurement Code.

V.H **CONTRACT ORDER OF PRECEDENCE**

In the event of conflict in the provision of the Contract, as accepted by the City 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) Exhibits
g) Documents referenced or included in the Solicitation
h) Proposal Submittal including any ancillary / service contract
i) Purchase Order Terms and Conditions

V.I CONFLICTING TERMS

In the event of a conflict between the Exhibits and Standard Terms and Conditions, the Standard Terms and Conditions of this Contract will govern. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation will govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of Consultant, and such written Contract will govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's Offer.

V.J TERMINATION; CANCELLATION

A. For the City's Convenience: This Contract is for the convenience of the City and may be immediately terminated without cause after receipt by the Consultant of written notice by the City. Upon termination for convenience, Consultant will be paid for all undisputed services performed up to the termination date.

B. Conflict of Interest: This Contract is subject to the provisions of A.R.S. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Contract on behalf of the City or any of its departments or agencies is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the Contract subject.

C. Fund Appropriation Contingency: Consultant understands that the continuation of this Contract is subject to the budget of the City providing for the contract item as an expenditure. The City cannot assure that the budget item for funding this Contract will be approved in the future. In such event, the City may terminate this Contract.

V.K DEFAULT

The City, by written notice of default to the Consultant, may terminate the whole or any part of this Contract in any of the following circumstances:

A. If the Consultant fails to make delivery of the Goods and/or to perform the Services within the time specified; or
B. If the Consultant fails to perform any of the other provisions of this Contract and fails to remedy the situation within a period of ten (10) Days after receipt of notice.

In the event the City terminates this Contract, in whole or part, the City may procure Goods and/or Services similar to those terminated, and the Consultant shall be liable to the City for any excess costs for such similar Goods and/or Services.

V.L DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH

Consultant shall deliver conforming Goods in each installment of this Contract and may not substitute nonconforming Goods. Delivery of nonconforming Goods or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

V.M GRATUITIES

The City may, by written notice to the Consultant, cancel this Contract if it is found by the City that Gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this Contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the Gratuity. Paying the expense of normal business meals which are generally made available to all eligible City government customers shall not be prohibited by this paragraph.

V.N APPLICABLE LAW; VENUE

In the performance of this Contract, Consultant will abide by and conform to any and all laws of the United States, the State of Arizona, and the City, including, but not limited to, existing and future federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act of 1970, the Procurement Code, and any other existing or future federal or state laws applicable to this Contract. Further, Contractor shall comply with Arizona Revised Statutes, Title 34, when applicable. This Contract is governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in the State of Arizona in Maricopa County.

V.O LEGAL REMEDIES

All claims and controversies shall be subject to resolution according to the terms of the Procurement Code.
V.P  PROVISIONS REQUIRED BY LAW
Each and every provision of law and any clause required by law to be in the Contract will be read and enforced as though it were included 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 will promptly be physically amended to make such insertion or correction.

V.Q  SEVERABILITY
The provisions of this Contract are severable. To the extent that any provision is held to be invalid by a court of competent jurisdiction, such holding will not affect any other provision of the Contract which may remain in effect without the invalid provision.

V.R  RELATIONSHIP TO PARTIES; INDEPENDENT CONSULTANT
Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party may not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and the Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Contract. Consultant, its employees, and subcontractors are not entitled to workers’ compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees, or subcontractors. Consultant, and not the City, will determine the time of its performance of the Services so long as Consultant meets the requirements of this Contract. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.

V.S  ENTIRE AGREEMENT; INTERPRETATION-PAROL EVIDENCE
This Contract represents the entire agreement of the parties with respect to its subject matter. All previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth in this Contract. This Contract will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in drafting, reviewing, and entering into this Contract.

V.T  ASSIGNMENT; SUBCONTRACTOR
No right or interest in this Contract may be assigned by Consultant without prior written permission of the City, signed by the Procurement Manager or their designee. No delegation of any duty of the Consultant may be made without prior written permission of the City, signed by
the Procurement Manager or their designee. Any attempted assignment or delegation by the Consultant in violation of this provision is a breach of this Contract by the Consultant.

V.U  **SUBCONTRACTS**

No Subcontract may be entered into by Consultant with any other party to furnish any of the Goods and/or Services specified herein without the prior written approval of the Procurement Manager. Consultant is responsible for performance under this Contract whether or not subcontractors are used.

V.V  **RIGHTS AND REMEDIES**

No provision in this Contract may be construed, expressly or by implication, as waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City’s acceptance of and payment for services, will not release Consultant from any responsibilities or obligations imposed by this Contract or by law, and will not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

Remedies provided under this Contract or otherwise shall survive termination of this Contract.

V.W  **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the City and its council members, managers, officers, boards, commissions, officials, employees, or agents (collectively “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), including negligence, insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with the City entering into this Contract, or the acts or omissions of any Indemnified Party acting pursuant to or in furtherance of this Contract. Consultant shall further indemnify, defend and hold harmless any Indemnified Party for, from and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, claims processing, investigation, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions with respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent or willful acts or omissions of work or professional services of Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Contract. In consideration of the award of this Contract, Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by
Consultant for the City. The amount and type of insurance coverage required by this Contract will in no way be construed as limiting the scope of the indemnity in this section.

V.X OVERCHARGES BY ANTITRUST VIOLATIONS
The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the Goods and/or Services used to fulfill the Contract.

V.Y FORCE MAJEURE
Except for payment for sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; plague; pandemics (including without limitation, the COVID-19 pandemic); epidemics; quarantine orders or directives by a governmental entity; outbreaks of infectious disease or any other public health crisis, including without limitation, quarantine or other employee restrictions; fire; floods; lockouts, injunctions-interventions-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority’s response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure notifies the other party of the existence of the force majeure and will be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure will not include the following occurrences:

A. Failure or delay resulting from general economic conditions or other market effects, foreseen or unforeseen, including any increase in the cost of materials, supplies, or services, or any decrease in profit or profit margins resulting therefrom;

B. Late delivery of equipment, materials, or other Goods or Services caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences; or

C. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this section.

V.Z RIGHT TO ASSURANCE
Whenever one party to this Contract in good faith has reason to question the other party’s intent to perform, they 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 seven (7) Days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

V.AA  **RIGHT TO AUDIT RECORDS**

The City may, at reasonable times and places, audit the books and records of any Consultant as related to any contract held with the City.

V.BB  **RIGHT TO INSPECT PLANT**

The City may, at reasonable times, inspect the part of the plant or place of business of a Consultant or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

V.CC  **WARRANTIES**

Consultant warrants that all Goods and/or Services delivered under this Contract shall conform to the specifications of this Contract. Unless otherwise stated in Consultant's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this Contract. Mere receipt of shipment of the Goods and/or Services specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Consultant or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the Solicitation. Consultant warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

All Goods supplied under the specifications hereunder shall be fully guaranteed by the Consultant for a minimum period of twelve (12) months from the date of acceptance by the City. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by the Consultant (including parts and labor) without cost to the City.

V.DD  **INSPECTION; ACCEPTANCE**

All Services will be subject to inspection and acceptance by the City at reasonable times during Consultant’s performance. All Goods and/or Services are subject to final inspection and acceptance by the City. Goods and/or Services failing to conform to the specifications of this Contract will be held at Consultant’s risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect by a written determination to do any or all of the following:

A.  Waive the non-conformance;

B.  Stop the work immediately; and/or

C.  Bring the Goods and/or Services into compliance.
V.EE  TITLE AND RISK OF LOSS
The title and risk of loss of Goods and/or Services shall not pass to the City until the City actually receives the Goods and/or Services at the point of delivery, unless otherwise provided within this Contract.

V.FF  NO REPLACEMENT OF DEFECTIVE TENDER
Every tender of Goods shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

V.GG  SHIPMENT UNDER RESERVATION PROHIBITED
Consultant is not authorized to ship Goods under reservation and no tender of a bill of lading will operate as a tender of the Goods.

V.HH  LIENS
All Goods and/or Services must be free of all liens and, if the City requests, a formal release of all liens must be delivered to the City.

V.II  PATENTS AND COPYRIGHTS
All services, information, computer program elements, reports and other deliverables, which may be patented, copyrighted, or otherwise protected by another intellectual property right and created under this Contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City. All documents prepared and submitted to the City by Consultant pursuant to this Contract will be the property of the City, including without limitation, all intellectual property rights to such documents prepared and submitted to the City.

V.JJ  PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL
All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

V.KK  COST OF BID/PROPOSAL PREPARATION
The City shall not reimburse the cost of developing presenting or providing any response to this Solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
V.LL PUBLIC RECORDS

Notwithstanding any provisions of this Contract regarding confidentiality, secrets, or protected rights, Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, Consultant understands that disclosure of some or all of the items subject to this Contract may be required by law. In the event the City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide Consultant with notice of that request. Within ten (10) Days of such notice, Consultant must inform the City in writing of any objection by Consultant to the disclosure of the requested information. Failure by Consultant to object timely will waive Consultant’s ability to object under this Section and will waive any remedy against the City for disclosure. In the event Consultant objects to disclosure within the time specified, Consultant agrees to handle all aspects related to the request including properly communicating with the requestor and timely responding with information. Furthermore, Consultant agrees to indemnify, defend, and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments assessed against the City. This provision will survive the termination of this Contract.

V.MM CONFIDENTIALITY OF RECORDS

Consultant must establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract will not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant’s duties under this Contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons will not be divulged other than to employees, agents, or officers of the Consultant as needed for the performance of duties under this Contract.

V.NN CONFIDENTIAL INFORMATION

A. If a person or entity believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Manager of this fact shall accompany the submission and the information shall be identified.

B. The information identified by the person as confidential shall not be disclosed until the Procurement Manager makes a written determination.

C. The Procurement Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.

D. If the Procurement Manager determines to disclose the information, the Procurement Manager shall inform the Offeror in writing of such determination.
V.OO ADVERTISING
Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the Procurement Manager.

V.PP DELIVERY ORDERS
The City shall issue a purchase order for the Goods and/or Services covered by this Contract. All such documents shall reference the Contract number as indicated on the Offer and Acceptance Award form under the Vendor Response section.

V.QQ FUNDING
Consultant understands that the continuation of this Contract after the close of any given fiscal year of the City, which ends on June 30 each year, shall be subject to the budget of the City providing for the Contract item as an expenditure. The City cannot assure that the budget item for funding this Contract will be approved in the future, as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Contract not be approved by City Council, the City may terminate this Contract as of the close of its fiscal year. The City represents that it intends to pay all monies due, if such funds have been legally appropriated.

V.RR BILLING
All billing notices to the City shall identify the specific Goods and/or Services being billed and the purchase order number. Goods and Services are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the Contract number resulting from this Solicitation. Consultant shall submit invoices to the City of Surprise Accounts Payable Department, 16000 N Civic Center Plaza, Surprise, AZ 85374. Invoices may also be submitted electronically to accountspayable@Surpriseaz.gov.

V.SS PAYMENT
The City will pay Consultant subject to Consultant submitting an invoice to the City for each requested payment. Invoices will itemize all Goods provided and/or Services completed up to the date of the invoice and provide sufficient detail about the Services completed to support the payment requested. Upon approval of the invoice, the City will pay the invoiced amount to Consultant. Payment Terms shall be Net 30, and the Offeror shall not require the City to set up any credit services of any nature whatsoever. The City shall not be required to pay any invoices that are not submitted within sixty (60) calendar days of completion of services, work and/or delivery of any goods.
V.TT  COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS

Consultant warrants that it complies with all federal immigration laws and regulations that relate to its employees and that it complies with A.R.S. § 23-214(A). Consultant acknowledges that pursuant to A.R.S. § 41-4401, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract, and that the City retains the legal right to inspect the papers of any employee who works on the Contract to ensure compliance with this warranty.

V.UU  PROHIBITION ON BOYCOTT OF ISRAEL

Consultant hereby certifies that it does not, and will not, participate in during the term of this Contract, a boycott of Israel in accordance with ARS §35-393.01. Consultant hereby agrees to indemnify and hold harmless the City, its agents and employees from any claims or causes of action relating to the City’s action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such an action.

V.VV  LAWS AND REGULATIONS

Consultant must at all times during the performance of its duties under this Contract ensure that it and any person for whom Consultant is responsible remains in compliance with all rules, regulations, ordinances, statutes, or laws affecting the Services, including, without limitation, existing and future: (i) City and County ordinances and regulations, (ii) state and federal laws, and (iii) Occupational Safety and Health Administration standards.

V.WW  CONSULTANT PERSONNEL

Consultant will provide adequate, experienced personnel capable of and devoted to the successful completion of the Services within the term of this Contract.

V.XX  LICENSES; MATERIALS

Consultant must maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by Consultant. The City has no obligation to provide Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific Services set forth in this Contract. The City has no obligation to provide tools, equipment, or material to Consultant.

V.YY  CITY OF SURPRISE BUSINESS LICENSE

The Surprise Municipal Code, Sec. 26-20 requires that all persons conducting business in the City must first obtain a license. This includes businesses within the Surprise City limits, or those outside the limits who conduct business or perform services within Surprise.
V.ZZ  ATTORNEYS’ FEES

Each party hereto shall bear its own costs, expenses, and attorneys' fees in connection with this Contract, including, but not limited to, with respect to the enforcement of any provision hereunder or any breach or attempted breach of this Contract.

VI.  Special Terms and Conditions

VI.A  PURPOSE

Pursuant to provisions of the City Procurement Code, the City of Surprise, Procurement Division intends to establish a contract for Feasibility Study for Vista Center of the Arts.

VI.B  AUTHORITY

This Solicitation as well as any resultant Contract is issued under the authority of the Procurement Manager. No alteration of any resultant Contract may be made without the express written approval of the Procurement Manager in the form of a Contract Amendment. Any attempt to alter any Contract without such approval is a violation of the Contract and the Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension, and/or debarment of the Contractor.

VI.C  OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for 120 days after the opening time and date.

VI.D  TERM OF CONTRACT

The term of any resultant Contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

VI.E  CONTRACT EXTENSION

By mutual written Contract Amendment, any resultant Contract may be extended for supplemental periods of up to a maximum of one (1) year.

VI.F  CONTRACT TYPE

Firm Fixed Price
VI.G  **MULTIPLE AWARD**

In order to assure that any ensuing Contracts will allow the City to fulfill current and future requirements, the City reserves the right to award Contracts to multiple companies. The actual utilization of any Contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential offeror.

VI.H  **PRICE ADJUSTMENT**

The City of Surprise Procurement Division will review fully documented requests for price increases after any Contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of Contract extension and will be a factor in the extension review process. The City of Surprise Procurement Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.

The City may accept justifiable price increases outside of the Contract extension period, but it will be at the sole discretion of the City. The Offeror shall provide justification that a change in market conditions is the sole reason for the increase.

VI.I  **PRICE REDUCTION**

A price reduction adjustment may be offered at any time during the term of a Contract and shall become effective upon notice.

VI.J  **ELIGIBLE AGENCIES**

Any Contract resulting from this Solicitation shall be for the use of all City of Surprise departments, divisions, agencies, boards, and/or commissions.

VI.K  **COOPERATIVE PURCHASING**

While this Contract is for the City of Surprise, other public agencies and political subdivisions may express interest in utilizing the Contract. In addition to the City of Surprise, and with approval of the Consultant, this Contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the Contract and do so at their discretion. No volume is implied or guaranteed, and the consultant must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Surprise will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e.
municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the consultant may limit the consultant’s ability to extend use of this Contract.

Any orders placed to the Consultant will be placed by the specific public agency participating in this purchase, and payment for purchases made under this Contract will be the sole responsibility of each participating public agency. The City of Surprise shall not be responsible for any disputes arising out of transactions made by others.

VI.L AFFIRMATIVE ACTION REPORT

It is the policy of the City of Surprise that suppliers of Goods and/or Services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age, or disability.

VI.M LIEN WAIVER RELEASE

A Conditional Lien Waiver and Release (referred to as "Waiver" under this Section) may be requested prior to any payment made by the City and is required prior to any final payment. The Waiver shall provide full, final and unconditional certification and affidavit that all of the Consultant’s obligations to consultant, subcontractors, suppliers and other third parties for payment for labor, materials or equipment related to the Scope of Work have been paid or otherwise satisfied. The City also reserves the right to require full, final and unconditional waivers and release of mechanics or construction liens, releases of trust fund or similar claims, and release of security interests or encumbrances on the Project property from each Consultant, subcontractor, supplier or other person or entity who has, or might have a claim against the City or the City’s property.

VI.N LIQUIDATED DAMAGES

If liquidated damages are assessed, such damages shall be calculated at the rate specified in Maricopa Association of Governments Section 108.9 per calendar day.

A. If the Contract is not terminated, the Consultant shall continue performance and be liable to the City for the liquidated damages until the Goods are delivered or Services performed.

B. In the event the City exercises its right of termination, the Consultant shall be liable to the City for any excess costs, and in addition, for liquidated damages until such time the City may reasonably obtain delivery or performance of similar Goods and/or Services.
VI.O  KEY PERSONNEL

It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the Services to be performed under this Contract. The Consultant must agree to assign specific individuals to the key positions.

A. The Consultant agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar Days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

VI.P  DELIVERY

Delivery shall be made within N/A days of receipt of a purchase order.

VI.Q  TAXES

Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax.

VII. Evaluation Phases

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Criteria</th>
<th>Scoring Method</th>
<th>Weight (Points)</th>
</tr>
</thead>
</table>
1. Qualifications of Firm and Team
   • Provide a brief history of the company including number of years in business, primary business focus and number of years providing the services described in Scope of Work
   • Identify the proposed project team and any proposed subconsultants. Provide evidence of qualifications for relevant experience and expertise of the project team members in providing services pertaining to performing arts facilities feasibility studies, market studies, and/or operation plans

2. Project Understanding & Approach
   • Provide a narrative that describes the approach to the Scope of Services. Include:
     o Approach to project phases
     o Specific project phase activities and personnel to be assigned
     o Resources needed from the City and stakeholders
   • Provide a description, method, or example of how your team considers access, inclusion, and equity in the process of conducting studies, creating plans, and facilitating conversations with stakeholders
   • Describe the role of City staff in the proposed approach to the work
   • Provide any recommendations for scope enhancements that will positively impact the quality of the feasibility assessment
   • Describe the roles and responsibilities of any proposed subcontractors in the proposed approach to the work
<table>
<thead>
<tr>
<th></th>
<th>3. Quality of Past Performance</th>
<th>Points Based</th>
<th>30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Provide a minimum of three (3) samples of deliverables from substantially similar projects performed by the proposed team members and subconsultants, preferably those cited as references. These samples will not be counted towards the 15 page limit.</td>
<td>(30% of Total)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Provide a minimum of three (3) references from similar projects performed for state and/or local government clients, school districts and/or nonprofits partnership within the last three years. The City reserves the right to contact additional clients for references, if deemed necessary. Information provided for each reference should include:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Client Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Project Description</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Project Dates (starting and ending)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Staff assigned to referenced project that are proposed to perform services for the City</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>o Client project manager name, email, and telephone number</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>4. Proposed Fee</th>
<th>Points Based</th>
<th>5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• Provide a fee proposal and budget with descriptions of line items (may not exceed $100,000)</td>
<td>(5% of Total)</td>
<td></td>
</tr>
</tbody>
</table>
5. **Project Schedule**
   - Provide a project schedule or work plan.
   - Identify all assumptions and constraints which the project schedule and work plan are based.
   - Provide an estimate timeframe for each setup or phase of the project.
   - Provide a schedule with a minimum of the following:
     - Contract Award Start Date
     - Contract Kickoff Date/meeting with City
     - Stakeholder Meetings
     - Draft report to City
     - Final Report Due
     - Presentation to City/Council
     - Project Completion Date

<table>
<thead>
<tr>
<th>Points Based</th>
<th>10 (10% of Total)</th>
</tr>
</thead>
</table>

VIII. **Insurance Requirements**

**VIII.A INSURANCE REQUIREMENTS:**

*THESE INSURANCE REQUIREMENTS ARE DEEMED A PART OF THE SPECIAL TERMS AND CONDITIONS SECTION OF THIS CONTRACT.*

**Insurer Qualifications.** Without limiting any obligations or liabilities of Consultant, Consultant must purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona with an A.M. Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement Contract at the City’s option.

**No Representation of Coverage Adequacy.** By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement.
Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement Contract or failure to identify any insurance deficiency will not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

**Insurance Requirements.** Consultant 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 work hereunder by the Consultant, his 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. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work under this contract by the Consultant, its agents, representatives, employees or subcontractors, and Consultant is free to purchase additional insurance.

**Minimum Scope and Limits of Insurance:** Consultant shall provide coverage with limits of liability not less than those stated below.

**VIII.B Commercial General Liability – Occurrence Form**

**i. Commercial General Liability – Occurrence Form**

The policy shall include bodily injury, property damage, errors and omissions, personal injury 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
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $ 50,000
- Each Occurrence $1,000,000

The policy shall be endorsed to include the following additional insured language: “The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant”.

The policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.
VIII.C  **Business Automobile Liability**

**ii. Business Automobile Liability**

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

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

The policy shall be endorsed to include the following additional insured language: “The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Consultant, involving automobiles owned, leased, hired or borrowed by the Consultant”.

The policy shall contain a waiver of subrogation against the City, as departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.

VIII.D  **Worker’s Compensation and Employers’ Liability**

**iii. Worker’s Compensation and Employers’ Liability**

The policy must include Workers’ Compensation Statutory Employers’ Liability Coverage

*Each Accident $ 500,000*

*Disease – Each Employee $ 500,000*

*Disease – Policy Limit $1,000,000*

The policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Consultant.

VIII.E  **Professional Liability (Errors and Omissions Liability)**

**iv. Professional Liability**

The policy must include professional liability coverage.

*Each Claim $1,000,000*

*Annual Aggregate $2,000,000*

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

VIII.F **Additional Insurance Requirements:**

**Additional Insurance Requirements:** The policies shall include, and be endorsed to include, the following provisions:

The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Consultant, even if those limits of liability are in excess of those required by this Contract.

a) **Consultant’s Coverage is Primary:** The Consultant’s insurance coverage shall be primary insurance and non-contributory with respect to all other available sources. Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

b) **Notice of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Consultant to the City. Such notice shall be sent directly to the City’s Risk Management and Procurement divisions.

c) **Acceptability of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A-. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.

d) **Verification of Coverage:** Consultant shall furnish the City with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied. At a minimum, Consultant shall provide the following endorsements: (i) Additional Insured; (ii) Primary and Non-Contributory; and (iii) Waiver of Subrogation.

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

All certificates required by this Contract shall be sent directly to the City Procurement division. The City project/Contract number, if applicable, and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
VIII.G Subcontractors:

Consultant’s certificate(s) shall include all subcontractors as insureds under its policies or Consultant shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above. Consultant shall ensure for any subcontractor policy required under this Contract and for any policy required by a Subcontract between Consultant and each subcontractor, the subcontractors’ certificates of insurance shall list the “City of Surprise” as the Certificate Holder and as an additional insured (and any other entities that are required to be listed as such), and shall identify in each certificate of insurance’s description:

(i) this Contract by Contract Number, and
(ii) any Subcontract between the subcontractor and Consultant related to that subcontractor’s work under this Contract.

VIII.H Approval:

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

IX. Vendor Response

All vendor response sections marked required are required responses. Any failure to provide the required response for any section may result in a vendor’s SOQ response being deemed non-responsive. It is the vendor’s responsibility to ensure that all uploaded documents are accessible and appropriate for the corresponding section, and the City bears no responsibility to ensure compliance for a SOQ response.

IX.A Offer and Acceptance*

By submitting a response to this solicitation, the authorized person(s) further certifies that the entity submitting a response to this solicitation __ IS or __ IS NOT currently debarred, suspended, or proposed for debarment by any governmental entity. The undersigned agrees to notify the City of any change in this status, should one occur, before the time an award has been made under this Request for Proposal.

☐ Is
☐ Is Not
*Response required

IX.B Offer and Acceptance*

Please download the below documents, complete, and upload.
- RFP_-_Offer_and_Acceptance.pdf

*Response required

IX.C **Proposal Response**
Upload the Cover Letter and Proposal Response for your RFP submission.

*Response required

IX.D **Affidavit of Non-Collusion**
Please download the below documents, complete, and upload.

- Affidavit_of_Non-Collusion.pdf

*Response required

IX.E **Immigration Warranty**
A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. §23-214 related to the immigration status of its employees.

By completing and signing this form the contractor attests that it and all subcontractors performing work under the cited contract meet all conditions contained in this Immigration Warranty.

I hereby attest that:

A. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;

B. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

☐ Please confirm

*Response required

IX.F **Certificate of Insurability**
I hereby certify that I am fully aware of Insurance Requirements contained in the Contract Documents for solicitation number 324363 and by the submission of this Offer I hereby assure the City that I am able to produce the insurance coverage required if I am awarded the Contract.

If I am awarded the Contract and then become unable to produce the insurance coverage specified within ten working days, I am fully aware and understand that this will make my submission nonresponsive and I will be disqualified for this project and future projects for the City of Surprise.
☐ Please confirm  
*Response required

**IX.G  Terms & Conditions Exceptions**
Bidders are to indicate below any exceptions they have taken to the Specifications. An Offeror that takes exceptions to a material requirement of any part of this solicitation, including Terms and Conditions, may be cause for rejection.

If there are no Exceptions, please type "N/A".
*Response required

**IX.H  License Requirements**
Please select one of the following.

☐ Offeror does not currently have a City of Surprise Business License, but will obtain and provide a copy upon contract award.
☐ Not Applicable
*Response required

**IX.I  License Requirement - Upload**
Please upload the following the licenses as required for this project.

A. Attach a copy of your City of Surprise Business License to your proposal submittal.
B. Attach copies of all required licensures required to furnish any goods and/or services for this contract.
*Response required

**IX.J  MBWE**
Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

☐ Yes
☐ No
*Response required

**IX.K  MWBE Documentation**
Please provide details and documentation of the certification.

**IX.L  Local Vendor**
Does your firm meet the definition of a Local Vendor?

“Local Vendor” is defined as having its headquarters, distribution point or locally-owned franchise located within the city limits; City of Surprise business license; and pays City of Surprise TPT Tax. **NO PREFERENCE WILL BE GIVEN TO LOCAL VENDORS.**
☐ Yes
☐ No
*Response required

IX.M COMPLIANCE WITH A.R.S. § 35-393.01 CONFIRMATION*

The State of Arizona has enacted laws that prohibit the City from contracting with companies currently engaged in a boycott of Israel.

A.R.S. § 35-393.01 states:

35-393.01. Contracting; procurement; investment; prohibitions

A. A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

B. A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

A.R.S. § 35-393 defines “boycott,” “company,” and “public entity” as follows:

"Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

1. In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies

2. In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

Public entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the response to the solicitation and any supporting information to assist the City in making its determination of compliance.

By submitting this response, Offeror agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

☐ Please confirm
*Response required

City of Surprise, AZ
REQUEST FOR PROPOSAL
Feasibility Study for Vista Center for the Arts
IX.N  **COMPLIANCE WITH A.R.S. § 35-393.01***
All Offerors must select one of the following:

☐ My company does not participate in, and agrees not to participate in during the term of the contract, a boycott of Israel in accordance with A.R.S. §35-393.01.
☐ My company does participate in a boycott of Israel as defined by A.R.S. §35-393.01.
*Response required

IX.O  **Vendor W9***
Please upload a signed W9 Form
*Response required

IX.P  **COMPLIANCE WITH A.R.S. § 35-394 CONFIRMATION***
The State of Arizona has enacted laws that prohibit the acquisition or disposal of services, supplies, information technology, goods, or construction which utilize forced labor of ethnic Uyghurs.

A.R.S. § 35.394 states:

35-394. Contracting; procurement; prohibition; written certification; remedy; termination; exception; definitions

A. A public entity may not enter into or renew a contract with a company to acquire or dispose of services, supplies, information technology, goods or construction unless the contract includes a written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the people's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the people's Republic of China.
3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the people's Republic of China.

B. If a company that has provided a written certification pursuant to subsection a of this section becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the public entity within five business days after becoming aware of the noncompliance. If the company does not provide the public entity with a written certification that the company has remedied the noncompliance within one hundred eighty days after notifying the public entity of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

C. This section does not apply to a contract entered into before the effective date of this section.

D. For the purposes of this section:
1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

☐ Please confirm
*Response required

IX.Q AFFIDAVIT OF COMPLIANCE WITH A.R.S. § 35-394*
Please download the below documents, complete, and upload.

* • Uyghur_Compliance.pdf
*Response required