



TOWN OF PARADISE VALLEY REQUEST FOR PROPOSAL

**SOLICITATION
NUMBER:
TITLE:** RFP No. 20-114-CMD
General Plan Update

**PUBLISHED
DATE:** August 24, 2020

**PRE-
SUBMITTAL
CONFERENCE** September 3, 2020 2:00 PM Local Time
THIS MEETING WILL BE CONDUCTED BY ZOOM CONFERENCE:
(a) Computer:
<https://us02web.zoom.us/j/86579994701?pwd=bThxeklmdlJMNnBodk1jUFlsdFd6Zz09>
Meeting ID: 865 7999 4701
Passcode: 943011
Find your local number: <https://us02web.zoom.us/u/klaEbDixS>
For help on day of conference, call 480-348-3594
(see full details in Bonfire)

**PROPOSAL
DUE DATE AND
TIME:** September 14, 2020, 2:00 PM Local Time
Proposal must be submitted in the Town's E-Procurement system at
<https://paradisevalleyaz.bonfirehub.com>.

NOTE: This is a sealed proposal process requiring proposals to be uploaded in the Town's E-Procurement system, Bonfire, before the date/time shown above. All proposals will be date/time stamped upon receipt. **LATE SUBMITTALS WILL NOT BE ACCEPTED.**

CONTACT: Peggy Ferrin,
Procurement Coordinator
480-348-3594
purchasing@paradisevalleyaz.gov

Proposals shall be opened at the time, date, and location identified herein; and, the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Offerors.

IN-PERSON ATTENDANCE IS CURRENTLY SUSPENDED UNTIL FURTHER NOTICE. IF OPENING IS CONDUCTED BY ZOOM CONFERENCE, ATTENDANCE INFORMATION WILL BE PROVIDED AT A LATER DATE.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

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INSTRUCTIONS TO OFFERORS/PROPOSERS

1. SUBMITTAL RECEIPT AND OPENING

Proposal Due Date and Time. Offers/Proposals must be submitted to the Town via the Town's E-Procurement system at <https://paradisevalleyaz.bonfirehub.com> on or before on **September 14 2020 at 2:00 p.m. Arizona time.**

Late Offers/Proposals. Late submittals and/or unsigned Offers/Proposals will not be considered under any circumstances. It is the sole responsibility of the Offeror/Proposer to assure that the Offer/Proposal is delivered and received by the proper time and at the proper place.

Duty to Examine. It is the responsibility of each Offeror/Proposer to examine the entire Solicitation, seek clarification (inquiries), and examine its RFP response for accuracy before submitting the RFP response. Lack of care in preparing an RFP response shall not be grounds for modifying or withdrawing the RFP response after the RFP response due date and time, nor shall it give rise to any Contract claim.

No Facsimile or Mail Offers/Proposals. All Offers/Proposals must be uploaded into Bonfire. Offers/Proposals may not be submitted by hand-delivery or facsimile. A hand-delivery or facsimile RFP response shall be rejected.

Amendment or Withdrawal. An RFP response may be withdrawn any time before the Offer/Proposal Due Date and Time. An RFP response may not be amended or withdrawn after the due date and time, except as otherwise provided by applicable law.

Offer/Proposal Acceptance Period. All Offers/Proposals shall remain open for 90 days after the day of the opening of RFP response(s). No Offeror/Proposer may withdraw his/her RFP response during this period.

RFP Response Opening. Offers/Proposals shall be opened, and the name of the offeror shall be read on the Offer/Proposal Due Date, at the place and within a half hour of the time designated on the cover page of this solicitation as the due time, unless amended in writing by the Town.

2. PRE-SUBMITTAL CONFERENCE

A non-mandatory pre-submittal conference will be held on September 3, 2020 at 2:00 PM local time, as indicated on the cover page of this solicitation. **Proposers are highly encouraged to attend the pre-submittal conference.**

3. SOLICITATION AND ADDENDA AVAILABILITY

All solicitation documents and addenda are available for download. Solicitation documents will NOT be available to pick-up in person. You must download the solicitation from the following: <https://paradisevalleyaz.bonfirehub.com>.

4. SUBMITTAL PROCEDURE

No submittal will be considered unless it is submitted on the forms contained herein (or as otherwise specified). Offerors/Proposers shall submit their RFP response on the following: <https://paradisevalleyaz.bonfirehub.com>.

The RFP response shall be typed or in ink. Erasures, interlineations or other modifications in the submittal shall be initialed by the Authorized Representative signing the Offer & Acceptance/Proposal Signature Page document. **Faxed or hand-delivered or emailed submittals will not be considered.** LATE SUBMITTALS WILL NOT BE CONSIDERED.

The Pricing Proposal page (if applicable) containing pricing must be completed. The name of the Consultant/Company must be listed on the page.

To be considered a Responsive Proposal, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an Authorized Representative(s) eligible to sign contract documents for the party and is part of the original bid/proposal submittal due at the stated due date and time indicated in the solicitation.

5. SOLICITATION QUESTIONS

Contact with Town Personnel. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, should be directed solely to the Procurement Coordinator (Town contact) listed on the cover page of the solicitation. **During pendency of this Solicitation, contact with other Town Staff, elected or appointed officials, or selection committee members concerning this Solicitation at any time, in any venue, is strictly prohibited and will be grounds for disqualification.**

Solicitation Questions. All solicitation questions, except those presented at the pre-submittal meeting, **MUST** be posted in the Town's E-Procurement system, Bonfire at <https://paradisevalleyaz.bonfirehub.com>, no later than **4:00 PM LOCAL TIME, September 4, 2020**, so that adequate time is available to post any response as an Addendum to the Solicitation. Any inquiries received after the specified time will be reviewed on an individual basis to determine if a response would be advantageous to the Town.

It is your responsibility to give notice, in the form of written questions, before the RFP response opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the Town failed to include in this solicitation or that should have been included, and by your notice the Town could have cured the problem if the item or issue had been timely raised or objected to. Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest you file.

Town shall consider the relevancy of the inquiry but is not required to respond. Verbal inquiries, in person or by telephone, will not be answered.

6. ADDENDUM

This RFP may only be modified by a written Addendum. An Offeror/Proposer shall not rely on verbal responses to inquiries. **A verbal reply to an inquiry does not constitute a modification of the Solicitation.**

Potential Offerors/Proposers are responsible for obtaining all Addendums via the Town's E-Procurement system at: <https://paradisevalleyaz.bonfirehub.com>. You must download the solicitation from this website in order to be automatically notified of associated Addenda.

Any Addenda shall become part of the resulting Contract. By signing and submitting an offer or proposal, the Offeror/Proposer is acknowledging that it will abide by all Addenda issued prior to

the opening of the Offers/Proposals and agreeing that all pricing takes into account all such Addenda. **The Offeror/Proposer is responsible to be aware of ALL addenda before submitting a proposal.** The Town takes no responsibility for any Addenda that an Offeror/Proposer has failed to address in its submittal and will hold the Offeror/Proposer responsible that its Offer and all pricing encompasses all issued Addenda.

THE TOWN WILL NOT BE RESPONSIBLE FOR OFFERORS/PROPOSERS MAKING ADJUSTMENTS TO PROPOSALS BASED ON ORAL REPRESENTATIONS OR INSTRUCTIONS BY ANY MEMBER OF THE TOWN STAFF OR ANY AGENT. SUBMITTALS DEVIATING FROM THE REQUIREMENTS CONTAINED IN THIS SOLICITATION BY ANY MEANS OTHER THAN AN AUTHORIZED ADDENDUM ISSUED BY THE TOWN ARE SUBJECT TO REJECTION.

7. PROPOSER'S PRESENTATION

Proposers may be invited to make a presentation. If invited, Offerors/Proposers will be notified of the date and time of the presentation by the Town. Interviews with the selected top ranked firms is tentatively scheduled for September 21, 2020. Please hold this date available.

STANDARD TERMS AND CONDITIONS

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

1. **CERTIFICATION:** By signature in the Offer section of the Proposal Signature Page, the Services Provider (Consultant), certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The Town may, by written notice to the Consultant, cancel this Contract if it is found by the Town 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 Town or any member of the RFP evaluation committee with a view toward securing favorable treatment with respect to the awarding or amending of the Contract, or securing an order, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the Town pursuant to this provision, the Town shall be entitled to any other rights and remedies.
3. **APPLICABLE LAW:** In the performance of this Contract, Consultants shall abide by and conform to any and all laws of the United States, State of Arizona, Maricopa County and Town of Paradise Valley including but not limited to federal and state executive orders providing for equal employment,, the Federal Occupational Safety and Health Act and any other federal, state, county or local laws applicable to this Contract.

Consultant specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this Contract pertains to construction, Consultant must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Consultant hereby warrants to the Town that Consultant and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Consultant Immigration Warranty").

A breach of the Consultant Immigration Warranty shall constitute a material breach of this Contract and shall subject Consultant to penalties up to and including termination of this Contract at the sole discretion of the Town. Pursuant to Arizona law, the Town may, at its sole discretion, conduct random verification of the employment records of Consultant and any Subcontractors to ensure compliance with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any random verifications performed.

Neither Consultant nor any Subcontractor shall be deemed to have materially breached the Consultant Immigration Warranty if Consultant or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Paragraph must be included in any contract Consultant enters into with any Subcontractors who provide services under this Contract or any subcontract.

“Services” is defined as furnishing labor, time or effort in the State of Arizona by a Consultant or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Consultant warrants, for the term of this Contract and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, in the State of Arizona.

4. **CANCEL FOR CONFLICT:** This Contract is subject to the provisions of ARS §38-511. The Town may, within three years after its execution, cancel any contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town 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 subject matter of the contract.
5. **CONTRACT:** The Contract between the Town and the Consultant shall consist of (1) the Contract to be executed with the successful Offeror/Proposer; 2) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (3) the offer submitted by the Consultant in response to the solicitation.

Document Order of Precedence. In the event of a conflict in the provisions of the Contract, the following shall prevail in the order set forth below:

- i. Signed and fully executed Amendments, if any, to this Contract, Contract No. CON-20-114-CMD
 - ii. Signed and fully executed Contract No. CON-20-114-CMD, including Exhibits and Attachments
 - iii. Consultant’s Response to RFP No. 20-114-CMD
 - iv. Addenda to RFP No. 20-114-CMD
 - v. RFP No. 20-114-CMD
 - vi. Instructions to Bidders
 - vii. Other documents referenced or included in the RFP or Contract
6. **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 Town and the Consultant.
 7. **CONTRACT APPLICABILITY:** The Offeror shall conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All

previous agreements, contracts, or other documents, which have been executed between the Offeror and the Town are not applicable to this Solicitation or any resultant contract.

8. **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 herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This Contract represents the entire agreement of the Parties with respect to its subject matter, and 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 herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This Contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this Contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Consultant shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Consultant to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Consultant or its assets, without prior written permission of the Town. The Town, at its option, may cancel this Contract in the event Consultant undertakes a delegation or assignment without first obtaining the Town's written approval. Consultant agrees and acknowledges that it would not be unreasonable for the Town to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the Town.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the Town. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the Town and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract as if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for Contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's Offer shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the Town to insist upon the strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law,

or the Town's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:**

a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless Town and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than Town or Consultant) and that arises out of or results from the breach of this Contract by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Contract, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

d. Insurance provisions set forth in this Contract are separate and independent from the Indemnification requirements and provisions of this Contract and shall not be construed in any way to limit the scope and magnitude of the Indemnification requirements and provisions. The Indemnification requirements and provisions of this Contract shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The Town 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 Town any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, riots, acts of war, epidemics, disaster, strikes (except those involving a Party's employees, sub-contractors, or agents), fire, power failures, governmental regulations imposed after the fact, or 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 shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall 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 shall not include the following occurrences:

- i. Last minute failure of equipment, including but not limited to office equipment, is not force majeure.
- ii. Late performance by a sub-contractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this Paragraph, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The Town may, at reasonable times and places, audit the books and records of any Consultant as related to any Contract held with the Town. This right to audit also empowers the Town to inspect the papers of any Consultant or Subcontractor employee who works on this Contract to ensure that the Consultant or Subcontractor is complying with the Consultant Immigration Warranty made pursuant to Paragraph 3 above.
20. **WARRANTIES/STANDARD OF CARE:** Consultant warrants that all services delivered under this Contract shall conform to the specifications of this Contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty and/or standard of care requirements may be set forth in the solicitation and/or Contract.
21. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
22. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the Town, shall constitute a breach of the Contract as a whole.
23. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
24. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the Town and shall not be used or released by the Consultant or any other person except with the prior written permission of the Town.
25. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN TOWN PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and

encourage competition and not be unduly restrictive in satisfying the Town'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.

26. **COST OF PROPOSAL PREPARATION:** The Town 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.
27. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the Town during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Consultant or a Subcontractor with the Consultant Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the Town is ordered or otherwise directed to do so by a court of competent jurisdiction.
28. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the Town.
29. **PURCHASE ORDERS:** The Town shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award.
30. **FUNDING:** If the Town Council does not appropriate funds to continue this Contract after the current fiscal year (July 1, 2020 to June 30, 2021), the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice of termination to the Consultant at least 30 days before the end of its current fiscal period and will pay to the Consultant all approved charges incurred through the end of that period.
31. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
32. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any Town elected official or any Town employee other than the, the procuring department, Town Manager, or Town Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a Notice of Award. The Procurement Coordinator shall disqualify an Offeror's proposal for violation of this provision.

SPECIAL TERMS AND CONDITIONS

1. **Purpose:** Pursuant to provisions of the Town Procurement Policy, the Town of Paradise Valley intends to establish a contract for services for the 2022 General Plan to update the Town's 2012 General Plan.
2. **Authority:** This Solicitation as well as any resultant Contract is issued under the authority of the Town. No alteration of any resultant Contract may be made without the express written approval of the Town in the form of an official contract amendment. Any attempt to alter any contract without such approval is a breach of the contract and the Town Procurement Policy. Any such action is subject to the legal and contractual remedies available to the Town inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Eligible Agencies:** Any Contract resulting from this Solicitation shall be for the exclusive use of the Town of Paradise Valley.
5. **Contract Type:** Fixed Price with payment split between two (2) fiscal year budgets.
6. **Term of Contract:** The term of any resultant contract shall commence upon award and shall continue for a period of the earlier of twenty-four (24) months from the date of award or until all work required by the Consultant is completed and accepted by the Town. Work shall not commence until authorization to proceed is received from the Town.
7. **Contract Extension:** By mutual written contract amendment, any resultant Contract may be extended for one (1) additional six (6) month period. If the Contract is extended, the total length of the contract shall not exceed thirty (30) months.
8. **Affirmative Action:** It is the policy of the Town that suppliers of goods or services to the Town 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. The Town of Paradise Valley encourages diverse suppliers to respond to solicitations for products and services.
9. **Price Adjustment:** No price adjustment will be allowed for the resultant Contract.
10. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Contract creates any contractual liability between the Town of Paradise Valley and any Subcontractor; however, the Town of Paradise Valley is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Contract into its respective Subcontracts, supply agreements and purchase orders.
11. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the Town to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
12. **Scope of Work Deliverable:** The successful Consultant may prepare amendments to and provide a further detailed Scope of Work for the project. The finalized Scope of Work shall

include the agreed upon approach, method, format, and timing of the individual project phases and for the completion of the project.

13. **Work Review:** All work shall be subject to comment and review, by the Town and/or the public at project milestones, completion of various phases, and other reasonable times during the Contract. The Consultant shall provide and maintain both a comment matrix and a review and routing system which is acceptable to the Town.
14. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
15. **Acceptance:** Determination of the acceptability of work shall be completed by the Town in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
16. **Compensation:** Compensation for services shall be based upon pricing identified in Consultant's Response to RFP-20-112-CMD and as more fully set forth in the resultant Contract.
17. **Invoices:** The Consultant shall submit invoices to the Town of Paradise Valley Accounts Payable Department, 6401 East Lincoln Drive, Paradise Valley AZ 85253.
18. **Payments:** The Town shall pay the Consultant pursuant to the agreed-upon schedule based upon Consultant's Response to RFP 20-114-CMD and as more fully described in the resultant Contract. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
19. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work performed under the Contract. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors. The herein stipulated minimum insurance shall be placed with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A- or better.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a material breach of this Contract.

The Consultant's insurance shall be primary insurance as respects the Town, and any insurance or self-insurance maintained by the Town shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the Town, at its option, may

require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The Town reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The Town shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the Town's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the Town, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

20. **Required Insurance Coverage:**

a. Commercial General Liability

Consultant shall maintain Commercial General Liability insurance with limits of no less than \$500,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the work under this Contract or the general aggregate limit shall be twice the required occurrence limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

b. Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

c. Workers' Compensation

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

21. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the Town with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with Solicitation or Contract number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate number and title.

22. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the Town.

23. **Independent Contractor:**

a. General

- i. The Consultant acknowledges that all services provided under this Contract are being provided by him as an independent Consultant, not as an employee or agent of the Town Manager or the Town of Paradise Valley.
- ii. Both parties agree that this Contract is nonexclusive, and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The Town of Paradise Valley shall not be liable for any acts of Consultant outside the scope of authority granted under this Contract or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the Town is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

c. Other Benefits

The Consultant is an independent contractor; therefore, the Town will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA).

24. **Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work 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 Town.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the Town, and shall, subject to the concurrence of the Town, replace such personnel with personnel of substantially equal ability and qualifications.

25. **Confidential Information:**

- a. If a person believes that a proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Coordinator 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 Coordinator makes a written determination.
- c. The Procurement Coordinator shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Procurement Coordinator determines to disclose the information, the Procurement Coordinator shall inform the person in writing of such determination.

26. **Identity Theft Prevention:** The Consultant shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that “personal identifying information,” as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the Town or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the Town. Consultant also agrees that any “personal identifying information” shall not be disclosed other than to employees or officers of Consultant as needed for the performance of duties under the Contract. Consultant agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Consultant is required under this contract to review the Town of Paradise Valley’s Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the Consultant will have the following Identity Theft procedures in place:

- a. Solicit and retain only the “personal identifying information” minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the Town shall be notified in advance before any information is posted. The Town reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract’s retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

27. **Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of assuring that information contained in its records or obtained from the Town or from others in carrying out its functions

under the Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract. These provisions shall not restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

28. **Business in Arizona:** The Town will not enter contracts with foreign corporations not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission. Businesses outside of Arizona may file documents to obtain a business license from the Arizona Corporation Commission. Information is available on the Arizona Corporation Commission's website at <https://www.azcc.gov> for more information. Businesses are cautioned the processing time can be lengthy.
29. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the Town and as such, may be terminated without default by the Town by providing a written notice of termination.
30. **Cancellation:** The Town reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The Town will issue written notice to the Consultant for acting or failing to act as in any of the following:
 - a. The Consultant provides material that does not meet the specifications of the contract;
 - b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
 - c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The Consultant fails to make progress in the performance of the Contract and/or gives the Town reason to believe that the Consultant will not or cannot perform to the requirements of the Contract.

Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the Town. Failure on the part of the Consultant to adequately address all issues of concern may result in the Town resorting to any single or combination of the following remedies:

- a. Cancel any Contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the Contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
 - d. In case of default, the Town reserves the right to purchase materials, or to complete the required work. The Town may recover any actual excess costs from the Consultant by:
 - i. Deduction from an unpaid balance;
 - ii. Or any other remedies as provided by law.
31. **Contract Default:** The Town, by written notice of default to the Consultant, may terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Consultant fails to make delivery of the supplies 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 Town terminates this Contract in whole or part, the Town may procure supplies or services similar to those terminated, and the Consultant shall be liable to the Town for any excess costs for such similar supplies or services.

- 32. **Protest:** A Protest must be in writing and be filed with the Procurement Officer, c/o Town Clerk, within seven (7) days after the Offeror/Proposer knows or should have known the facts and circumstances upon which the protest is based but in no event shall the protest be filed later than seven (7) days after issuance of the Notice of Intent to Award. Firms wishing to respond to a disqualification or a procurement outcome may refer to Town Code, Article 3-8 (Procurement and Materials Management) and the Town of Paradise Valley Administrative Policy 14 (AP14 – Procurement), Section 2.3.19, which governs protest procedures utilized throughout the selection process.

A protest must include:

- a. The name, address, telephone number and email of the protester;
- b. The signature of the protester or its representative;
- c. Identification of the solicitation or contract number;
- d. A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents; and
- e. The form of relief requested.

- 34. **Town of Paradise Valley Procurement Code and Policy:** All procurement activities shall be pursuant to the requirements of the Town Procurement Code (Art. 3-8 Procurement and Materials Management) and the Town's Procurement Policy, (Administrative Policy, AP 14).

Town Code can be found at:

<http://paradisevalleyaz.gov/DocumentCenter/Home/Index/30>

Administrative Policy 14 can be found at:

<http://www.paradisevalleyaz.gov/DocumentCenter/View/5172>

or obtained as a hard copy by request to the Purchasing department for a fee of 10 cents per page for copying.

SCOPE OF WORK

Section 1.1: GENERAL PROJECT OBJECTIVES

The general objective by the Town of Paradise Valley (the “Town”) is to develop a 2022 General Plan to update the Town’s 2012 General Plan through a process that complies with Arizona Revised Statutes, Town codes, and meets the concierge level of engagement Town residents expect for a long-range planning process. The overall timeframe for the General Plan update process from hiring of the consultant to ratification is October 2020 to August 2022. The consultant should anticipate active engagement by the Town Council, Planning Commission, and Town residents that requires quick responses, detailed explanations by experts on that topic, and planning on unexpected meetings to accommodate focused discussions that may arise during the process. As such, the proposed scope of work from the consultant shall take this into consideration.

The end deliverable will be the new 2022 General Plan the Town can rely on for the next ten years. However, the expectation is that the 2022 General Plan will be as succinct as possible and not result in a major shift of the Town’s vision and values. The 2022 General Plan will likely retain many of the same or similar components that promote the Town’s vision and values and will refine aspects in the current General Plan that have been met or no longer align with the Town’s vision and values. These vision and values include enhancing the premier, low density, residential character of the Town; preserving the sense of privacy, quiet, dark skies, open spaces, and natural environment that residents enjoy; following a limited government model on land use decisions that balance the powers of local government and individual property rights; and limits commercial development to best harmonize with the Town’s vision and values in a way that respects the quality of life of Town residents while still affording the ability of the Town’s world-class resorts and other existing non-residential properties to evolve and change.

The Town’s limited government approach and limited staff require the need to seek consultant services for the 2022 General Plan. The consultant’s proposal shall seek to keep overall costs low by identifying opportunities for cost-saving measures. Said proposal shall incorporate the following items in the phases outlined in this request but does not necessarily need to be exactly as described. The Town encourages the consultant to bring forward approaches, tasks, and other public engagement methods its finds will work for current demographics within the Town of Paradise Valley. The proposal shall highlight projects and consultant member experience in working in a community similar to Paradise Valley.

The selected consultant will lead the planning process and develop project deliverables with oversight from the Special Projects Planner. All work shall be completed in accordance with applicable State Statutes and Town standards within the agreed upon timeline. The intent of the Scope of Work is to serve as a framework which consultants can use to develop a more detailed scope of services based on their professional expertise and knowledge. The final scope of services will be developed in collaboration with the selected firm and Town staff prior to contract approval by the Town Council.

❖ **PHASE 1: PROJECT START-UP** *(estimated this Project Start-Up phase would start in October of 2020).*

The Consultant Shall:

1. Conduct preliminary administrative tasks including, but not limited to:
 - a. Review the current 2012 General Plan and other background materials such as the Town's history, demographic and Census data, other Town plans such as the Visually Significant Corridors Master Plan, Walk and Bike Plan, and other relevant information;
 - b. Meet with Town staff and elected officials to discuss issues such as the project goals, opportunities, information needs, roles and responsibilities, expectations, and logistical issues;
 - c. Gather base GIS data, maps, and other technical information needed from staff; and
 - d. Review adjacent agencies, regional, and other General Plans or plans that may impact the Town of Paradise Valley, in particular the Cities of Phoenix and Scottsdale and Maricopa County, with a deliverable that summarizes the key components of this research and how these key components may impact the Town.
2. Prepare a Public Participation Plan that meets or exceeds Arizona Revised Statutes and the Citizen Review Process typical for rezoning and Zoning Ordinance text amendments as described in Section 2-5-2 of the Town Code. The goals of the Public Participation Plan are to:
 - a. Create awareness and understanding of the General Plan;
 - b. Seek to receive input from a broad, cross-section of the community;
 - c. Understand residents' attitudes and opinions regarding the direction of the Town's growth and development, key issues facing the Town, and their views regarding the Town's future;
 - d. Affirm community vision and values;
 - e. Identify common ground on issues where there is a diversity of perspectives;
 - f. Promote intergovernmental and interagency cooperation and collaboration;
 - g. Include follow-up meetings with stakeholders to report on project progress and findings and solicit feedback on findings and recommendations; and
 - h. Use approaches that recognize that the 2022 General Plan vision and many components will likely be similar to or more of an updating of the 2012 General Plan.

The Public Participation Plan should include various ways to encourage resident involvement and broad-based participation. The consultant proposal should identify how best to accomplish this participation as well as a timeline for creation and adoption of the Public Participation Plan.

3. Attend and assist Town staff during the Town Council approval of the Public Participation Plan. Approval of the Public Participation Plan will require at least one study session meeting and an action meeting by the Town Council. Approval of the Public Participation Plan shall include an explanation of the scope of work to be performed, explanation of stakeholder level of involvement, and an overview of the project schedule.

4. Conduct a kick-off meeting with the Town Council and others who will be responsible for regularly reviewing the progress of the project and providing input to the consultant and staff in a public setting.
5. Research, collect, and synthesize the necessary background data for the 2022 General Plan that will culminate into an existing data background report or appendix. This would include, and may not be limited to, the historical context for the Town of Paradise Valley, annexation data, existing land use data by zoning district, undeveloped land, water service improvements, and other related information collected on the elements in the 2022 General Plan. Town staff will provide the consultant with any available data.

❖ **PHASE 2: VISIONING AND GATHERING INPUT**

The Consultant Shall:

1. Prepare and edit with Town Staff review an informational brochure of Frequently Asked Questions (FAQs) about the General Plan update to be placed on the Town's website and available for distribution at General Plan public meetings.
2. Develop drafts and prepare a final vision statement for the 2022 General Plan from the input received by the various approaches used in the Public Participation Plan.
3. Conduct visioning workshops, stakeholder meetings, and/or other public meetings as identified in the Public Participation Plan in such a manner that encourages interaction and public input. Conducting the meetings includes, and may not be limited to, preparing notices, preparing meeting material, providing large scale color maps and visuals, providing attendee contact information, and documenting the input for retention purposes. Town staff will manage any Town media sources such as the Town website, Alert software, and newspaper notices.
4. Prepare meeting minutes for all workshops, stakeholder meetings and/or other public meetings per the Public Participation Plan. Input shall be recorded and addressed in the plan or an explanation as to why the comments were not addressed is to be provided, in writing, to Town staff. The consultant will be responsible for all preparation required and meeting coordination for said meetings (i.e. attendee sign-in sheets, meeting setup). The consultant is also responsible for the development of meeting notification material, (i.e. press release and meeting flyers). Town staff will be responsible for the coordination of location, issuing press releases, and notifying the public. Also, Town staff will prepare meeting minutes for any Planning Commission and Town Council meetings.
5. Prepare future projections and impact based on the elements in the 2022 General Plan that will be included as part of the background report or appendix. This may include, and is not limited to, the following: land use assumptions on future land use, density, and development intensity; identification of relevant sustainable development trends that may impact the Town of Paradise Valley, such as impacts on circulation and parking from autonomous vehicles and ridesharing; other green infrastructure; population projections; housing type data; evaluation of street cross sections, including impacts on types of curbing; and options to address cut-through vehicular and non-motorized traffic in neighborhoods.

❖ **PHASE 3: DEVELOPMENT OF 2022 GENERAL PLAN DRAFT**

The Consultant Shall:

1. Prepare a 2022 General Plan draft for staff and stakeholder review, which shall include the following:
 - a. Include an introduction, elements as required by ARS § 9-461.05 and an implementation section and glossary section;
 - b. Provide an implementation section that reflects the Town's Capital Improvement Program (CIP); identifies tasks, timeframe, and responsible parties. Where applicable, this component shall cover estimated costs;
 - c. Consider a different plan format, adding/removing elements or components, and/or combining elements based on Phase 1, Project Start-Up, and Phase 2, Visioning and Gathering Input. The Town of Paradise Valley 2012 General Plan has seven (7) elements: Land Use and Development, Community Character and Housing, Mobility, Open Space and Recreation, Environmental Planning and Water Resources, Sustainability, and Public Facilities/Services and Cost of Development;
 - d. Consider drafting and reviewing elements individually or in groups to make the process manageable for consultants, reviewers and the public;
 - e. Draft a plan that is easy to use, easy to read and easy to understand. Design the plan to be inspiring visually, graphically and intellectually;
 - f. Present the 2022 General Plan draft and/or elements for review and input in a manner that is consistent with the adopted Public Participation Plan;
 - g. Provide opportunity for periodic Town Council and Planning Commission updates and/or review of the 2022 General Plan draft, draft plan components, and/or preliminary plan drafts; and
 - h. Prepare a complete draft plan at each stage of the review and approval process for staff and the public reviewing body. Each new draft shall include all up-to-date edits and changes agreed upon by the previous reviewing body along with an updated comment matrix. Based on the Town Council action, the consultant may be required to make final edits or other changes to the 2022 General Plan prior to the Plan being submitted for ratification by the public in August 2022.
2. Create the artwork (maps, graphics, photos and visuals) for the 2022 General Plan. Maps and visuals may be provided in PDF format during Phases 1 through 4, unless directed otherwise by Town staff. All visuals that include such items as charts, tables, maps, and cross-sections in the General Plan shall be in an editable format acceptable to the Town in Adobe InDesign 8.0 or newer or ArcGIS 10.3.

❖ **PHASE 4: PUBLIC BODY RECOMMENDATION AND APPROVAL**

The Consultant shall:

1. Assist Town staff with the coordination and material for the sixty (60) day notice noticing to agencies and other local governments for review and comment of the 2022 General Plan draft in conformance with the Arizona Revises Statutes, including Maricopa County, Cities of Scottsdale and Phoenix, Maricopa Association of Governments and related Committees such as the Population Technical Advisory Committee and the Transportation Policy

Committee, Arizona Commerce Authority, Arizona Department of Water Resources, Arizona State Land Department, as well as other regional, state and federal agencies, and any person or entity that requests in writing a copy of the proposed plan.

2. Prepare an executive summary of the 2022 General Plan at least thirty (30) days prior to the Planning Commission action of the 2022 General Plan for Town staff review and approval, with any revisions made to this summary as the 2022 General Plan completes Phase 4, Public Body Recommendation and Approval
3. Prepare, make revisions to the 2022 General Plan, and attend a minimum of four (4) Planning Commission meetings during Phase 4, Public Body Recommendation and Approval. These minimum meetings include three (3) work sessions and one (1) meeting at which the Planning Commission votes on a recommendation of the 2022 General Plan draft to the Town Council. Participation by the consultant will require preparation of the 2022 General Plan draft, drafting plan components, any related requested research from the work session(s) and may require presentation and/or addressing questions.
4. Prepare, make all recommended revisions to the 2022 General Plan after the Planning Commission meeting(s), and attend a minimum of three (3) Town Council meetings during Phase 4, Public Body Recommendation and Approval. These minimum meetings include two (2) work sessions and one (1) meeting at which the Town Council votes on the 2022 General Plan draft. Participation by the consultant will require preparation of the 2022 General Plan draft, drafting plan components, any related requested research from the work session(s), and may require presentation and/or addressing questions.
5. Draft the final 2022 General Plan, making all recommended changes, after completion of Phase 4, Public Body Recommendation and Approval.

❖ **PHASE 5: VOTER RATIFICATION**

The Consultant shall:

1. Be aware, and if necessary, adjust the project scope accordingly to meet the Town's goal in placing the 2022 General Plan on the August 2022 ballot. Town staff will make most of the necessary arrangements to place the 2022 General Plan on the ballot. However, the consultant's proposal should include an option to assist with promotion of the 2022 General Plan. Notifications include, and are not limited to, the following:
 - a. Notify at least one hundred twenty (120) days prior to the election, the Maricopa County Elections Department of the intent to place the 2022 General Plan on the August 2022 ballot; and
 - b. Notify at least one hundred five (105) days prior to the election the final ballot language to the Town Clerk.
2. Include in the consultant's proposal an option to assist Town staff with promotion of the 2022 General Plan which may include, and not be limited to the following:
 - a. Prepare a general description of the 2022 General Plan and its elements in a Town pamphlet, with copies available in at least two locations accessible to the public;
 - b. Write and disseminate press releases and articles in the "Town Reporter", *Paradise Valley Independent* and the *Scottsdale Republic*;

- c. Continue to reference and update the Town's website;
- d. Add flyers to utility bills regarding the upcoming vote;
- e. Continue to post the schedule of meetings on the website and Town bulletin board;
- f. Place static displays at Town facilities; and
- g. Prepare, promote, and deliver a public outreach program to homeowners' associations and other community groups.

❖ **PHASE 6: PROJECT CLOSE OUT**

The Consultant shall:

1. Provide the final 2022 General Plan document and any associated appendices in an electronic, editable format acceptable to the Town within thirty (30) calendar days after Town Council approval of the 2022 General Plan. This format shall allow for the ease of making hard copy prints of the General Plan and appendices. There shall be at least two versions of the General Plan, one version in PDF and one version in Microsoft Word 2010.
2. Provide all final artwork, including but not limited to, such items as graphic, photos, charts, tables, maps, and cross-sections in the General Plan shall be in an editable format acceptable to the Town such as Adobe InDesign 8.0 or newer or ArcGIS 10.3. Photos shall be in JPEG format.
3. Provide the executive summary, background report or appendices that includes all the primary General Plan drafts, visioning and public input material, public outreach materials and pamphlets, noticing, and associated project material in PDF format.

Section 1.2: OTHER TASKS

The Consultant shall:

1. Prepare and timely submit, to the Town's project manager of the 2022 General Plan, such periodic, intermediate performance reporting, financial status, and final reports and records, as may be requested by the Town and as are applicable to the project, which will include: (a) At least monthly written progress/performance reports due the last day of each month; (b) As needed between monthly progress reports, conference calls and/or meetings with Town staff to share ideas, gather information, clarify items, and discuss other information related to the project; and (c) Written notice of any proposed substantial change in the project, including proposed changes in the agreed upon scope, design and layout of the General Plan, and changes to the timeline
2. Be available to attend and may require providing information for regular briefings during the project to the Town Council and/or Planning Commission to keep them informed of actions concerning the development of the update to the General Plan. The proposal should include a total of at least four (4) briefings to either the Planning Commission and/or Town Council.
3. Indicate in the proposal any additional tasks that add value and will enhance the 2022 General Plan process that are currently not included in the scope of work. The scope should clearly identify tasks, if any, which the Town of Paradise Valley will be responsible to do.
4. Include an option and/or fee should the consultant be needed at additional Planning Commission and Town Council meetings.

Section 1.3: *DELIVERABLES*

The proposal from the consultant shall take into consideration the following deliverables, although the proposer may identify additional deliverables within their proposal:

1. A Public Participation Plan that meets or exceeds Arizona Revised Statutes and the Citizen Review Process typical for rezoning and Zoning Ordinance text amendments as described in Section 2-5-2 of the Town Code.
2. A background report or appendix on existing and proposed trends related to the elements in the 2022 General Plan. Town staff will assist the consultant with available data.
3. An informational brochure of Frequently Asked Questions (FAQs) about the General Plan.
4. A 2022 General Plan in a finished format for ratification. The consultant should expect to produce three (3) complete draft plans of the 2022 General Plan, in addition to making edits and changes between draft plans as the draft plan moves to the different bodies reviewing, making recommendation, or approving the 2020 General Plan.
5. An executive summary of the 2022 General Plan at least thirty (30) days prior to the Planning Commission action of the General Plan update for Town staff review and approval, with any revisions made to this summary as the draft 2022 General Plan completes Phase 4, Public Body Recommendation and Approval.
6. A Town pamphlet with a general description of the 2022 General Plan and its elements for use during the voter ratification phase.
7. Physical copies of the 2022 General Plan, background report or appendix, executive summary, voter ratification pamphlet, and any plan components, artwork, maps or visuals. The consultant proposal shall indicate the number to be provided and a per unit cost should additional copies be required.

PROPOSAL EVALUATION

1. GENERAL

Definitions:

Responsible Proposer means a Proposer who has the capability to perform the Services described in this RFP and who has the integrity and reliability required by the Town.

Responsive Proposer means a Proposer who submits a Proposal which appropriately responds, in the judgment of the Town, to this RFP.

After receipt of all Proposals, each submittal shall be screened to determine if any shall be deemed a non-Responsive Proposal. Unsigned proposals, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of a non-Responsive Proposal.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

Disqualification. A Proposer (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may have its RFP response rejected.

Clarifications. Town reserves the right to obtain Offeror/Proposer clarifications where necessary to arrive at full and complete understanding of Offeror/Proposer's product, service, and/or Solicitation response. Clarification means a communication with an Offeror/Proposer for the sole purpose of eliminating ambiguities in the RFP response and does not give Offeror/Proposer an opportunity to revise or modify its RFP response.

Waiver and Rejection of Proposals. The Town reserves the right to reject any or all Offers/Proposals or to cancel the Solicitation altogether, to waive any informality or irregularity in any RFP response received, and to be the sole judge of the merits of the respective Offers/Proposals received.

Selection Process: The proposal screening committee will include representatives from the Town and may include representatives from other agencies. After initial review by the proposal screening committee, one or more of the firms/consultants who submitted proposals may be invited, at the Town's sole discretion, to make either an in-person or a virtual presentation and to answer questions regarding their proposal. If such an in-person or virtual presentation with question and answer session is held it may be used to evaluate the complete proposal, along with the written proposal itself.

Interviews with the selected top ranked firms may be held the week of September 21, 2020. Please hold this date available.

2. EVALUATION CRITERIA

All Responsive Proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for Contract Award will be made to the

Responsive and Responsible Proposer whose proposal is determined to be the most advantageous to the Town when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the Proposals:

PROPOSAL EVALUATION CRITERIA	WEIGHT (100 POINTS)
Methodology	45
Experience/Expertise and References	30
Cost of Services to the Town	20
Compliance with the Towns Terms and Conditions	5

Each Proposal will be reviewed in its entirety and assigned a score with respect to each of the criteria. The Proposals will be ranked by the Evaluation Committee according to their total weighted ranking. The Town reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

The Proposal Evaluation Committee may establish a short list of those Proposals considered most advantageous to the Town.

- a. Short-listed Proposers may be invited to make a presentation/interview. After the presentation, the Proposal Evaluation Committee will re-score each Proposer.
- b. During any requested interview, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 15 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the Town) at the interview.
- c. At the conclusion of all presentations, the Proposals will be assigned scores with respect to each of the criteria and ranked according to their total weighted ranking.

Award of Project and Approval of Contract: Once the top consultant has been determined, Town staff will start contract negotiations with the consultant. If contract negotiations are not successful, the second ranked consultant may be asked to negotiate a contract with the Town.

Award of a contract to the successful Proposer is subject to funding approved by the Paradise Valley Town Council. The Town reserves the right to negotiate the terms of an agreement for the General Plan Update project with one or more Proposers, as the Town deems fit and most advantageous to the Town's completion of the project.

3. **SOLICITATION TIMELINE:** The solicitation, receipt, and evaluation of submittals and the selection will conform to the following schedule.

(Note: Dates are subject to change.)

Request for Proposal Issued	August 24, 2020
Pre-Proposal Conference	September 3, 2020

Deadline to Submit Questions/Inquires (end of day)	September 4, 2020
Deadline for RFP Submittal*	September 14, 2020
Shortlisting of Proposers	September 18, 2020
Interviews (if necessary)	Week of Sept. 21, 2020
Deadline for Evaluation, Selection	Week of Sept.28, 2020
Contract Negotiation	October 2, 2020
Contract Approval by Council	October 8, 2020
Notice to Proceed	October 12, 2020

PROPOSAL FORMAT AND REQUIRED RESPONSES

Firms interested in providing these services must submit a proposal that addresses the following items. Failure to provide any of the information requested by these paragraphs may be grounds for the Town to reject a proposal.

Proposal Format:

1. All proposals shall include the Town forms and be in the format as outlined in the "Scope of Work" of this Request for Proposal. Proposals are limited to 8 1/2" & 11" pages of one-sided text or graphics.
2. A maximum of twelve (12) pages of information total is highly recommended. An Appendix of resumes for proposed team participants shall be included (in addition to the 12-page limit). Likewise, the required Town forms in the RFP (Cost Sheet, Questionnaire and Affidavit) shall be in addition to the 12-page limit.
3. All submittal information must contain data for only the local office(s) which will be performing the work.

In order for the Town to conduct a uniform review process, all proposals should be submitted in the format set forth below.

1. **Cover Letter:** The proposal shall be transmitted with a cover letter. The cover letter does not count in the page limit listed below. The letter must include:
 - a. A statement of the Offeror's understanding of the services required by the Scope of Work and the consultant's interest and commitment to the proposed project.
 - b. A statement that the proposal shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process.
 - c. The person authorized by the consultant to negotiate a contract with the Town shall sign the cover letter.
 - d. The name of the prime and supportive firm(s) and the project manager.
2. **Table of Content:** The Table of Content must indicate the material included in the proposal by section/task and page number. A proposal's table of content should mirror the "Scope of Work" and must include all the items set forth in this section of the Request for Proposal.
3. **Detailed Proposal/Methodology:** This section shall clearly convey the consultant understands the Scope of Work, including coordination with the stakeholders, the community, other agencies and approvals from the Town. The Town Selection Committee will rate the proposal on the understanding of the Scope of Work, comprehensiveness of the response to the RFP, creativity and professionalism of the approach in addressing the issues and needs in the RFP, the submitted schedule, and project budget.
 - a. Describe your preliminary approach methods and plan to carry out the Scope of Work.

Describe the anticipated interaction with Town Staff. Items to be included are as follows:

- i. Provide a proposed scope and schedule to complete the project beginning from the issuance of a notice to proceed to the completion of the adopted plan. Discuss how subcontracted staff, if any, will participate in the implementation defined by the Scope of Work. The scope shall include all items identified in the Scope of Work along with any additions, the consultant deems as adding value to the project.
 - b. The proposal shall provide a staffing plan (detailed by major task) required for providing professional services for the General Plan Update. Discuss the workload, both current and anticipated, for all Key Team Members, and their capacity to perform the requested services according to your proposed staffing schedule. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the Town
4. **Firm/Project Team Roles:** Provide a brief description of the submitting firm or firms that comprise the consultant team for the project. Identify the specific roles for each firm/project team and the key personnel who will be assigned specifically to this project. Identify specific experience for the firm(s)/project team on similar or related projects that you believe closely reflects this project specified in the Scope of Work and provide a brief description of the services provided by the firm(s)/project team in those projects.
5. **Qualifications of the Firm/Project Team:** Vendors must demonstrate proven knowledge and experience in providing the services, including deliverables, described in the Scope of Work. Please provide a list of projects where the firm(s)/project team has provided such services for municipalities comparable in size and business function to the Town of Paradise Valley. In addition to this information, the Qualifications of the firm must include:
 - a. Number of years the prime company and supportive firm(s) have been in business in Arizona
 - b. A brief description of the company size and organization
6. **Relevant Experience/Expertise and References:** From the list of project experience mentioned above provide details on at least three (3) projects of your choice with a comparable scope, size, character and complexity (particularly for the Project Manager and the managers of key disciplines). The projects referenced should be within the last five (5) years of this RFP submittal date. Each project must include at least one reference. The reference must include the contact name, organization, phone number, and e-mail address using the form provided in the questionnaire section of this RFP.
7. **Personnel:** In this section please identify all the individuals who will be part of the project team as well as the project manager. Provide their qualifications and relevant experience (including subcontracted staff that may be involved in this project), time commitment to this project, and resumes for those individuals assigned to this project. If detailed staff resumes are provided, they should be included in the appendix. In addition, provide the following information on the project personnel:

- a. A project team table/chart should be provided that clearly identifies which proposed personnel would be responsible for each specific tasks described in the Scope of Work, estimate of total project hours per task and member, and their rate/hour.
 - b. For each key person identified, list their length of time with the firm and at least three comparable projects in which they have played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide the following: description of project, role of the person, contract dates, project owner, and reference information
8. **Cost Proposal:** This section shall identify the fees, including an estimate of any expenses, to complete the Scope of Work outlined in this RFP. When evaluating all the proposals, the consultant proposal with the lowest fees will receive the maximum number of points. The Town has a maximum budget of \$120,000 for the 2022 General Plan Update; with this budget split between two (2) fiscal years. In your response, please provide a full description of the expected expenditure of funds for the proposed work within each fiscal year. The Town prefers preliminary work to be completed in fiscal year 20-21, with a greater allocation of expenditures to be incurred in fiscal year 21-22. The cost breakdown should include, but is not limited to, the following:
 - a. Task Budget: a breakdown of expenses by task and key personnel, to insure a full understanding of resources committed to this work. The task budget should also address the scope of work as described in this document and include any possible optional tasks;
 - b. Billing Rate Breakdown: Please provide a breakdown of billing rates (direct labor, overhead, fee, etc.).
 - c. Community Outreach: Provide a project budget, separating out the costs for the community outreach component as a specific category.
9. **Project Time Schedule:** Submit a recommended project schedule that identifies the project tasks corresponding with their duration, project milestones, and deliverable submittals. The schedule should show the dependencies, relationships, and timing of each task relative to each other. It should also include and indicate the time for Town to review and comment on draft deliverables, the public body review and approval process, and the voter ratification deadlines.
10. **Disclosures:** Disclose any professional or personal financial interest, which could be a possible conflict of interest in providing products and services to the Town of Paradise Valley.
11. **Additional Information;**
 - a. Certification as a minority owned, women owned, or disadvantaged business enterprise, if applicable.
 - b. Any additional information the proposer would like to submit reflecting on the firm or team's ability to perform the tasks described in this RFP.
 - c. Proposer shall identify any exceptions taken to the terms and conditions as specified in this solicitation document, any award documents, or attached contracts. All exceptions taken by the Proposer shall be clearly defined and the changes requested clearly

identified in their submittal document. The proposed Form of Contract is included as part of this Solicitation. In your Proposal document you must include a statement that you have reviewed the contract and list any exceptions. Exceptions taken by the Proposer shall be used in the evaluation process. If the Proposer does not indicate exceptions in their submittal document this will signify to the Town that the Proposer is in full agreement with all areas of the solicitation document, attached award documents and contracts, and agree to all terms as stated. An RFP response that takes exception to a material requirement of any part of the Solicitation, Specifications or proposed Form of Contract, may be rejected as non-responsive.

12. **Proposal Signature Page:** To be considered a Responsive Proposal, the Offer and Acceptance Form/Proposal Signature page must be signed and dated by an Authorized Representative(s) eligible to sign contract documents for the party and is part of the original bid/proposal submittal due at the stated due date and time indicated in the solicitation. Failure to return the Offer and Acceptance Sheet and to sign it is grounds for the Town to reject a proposal.
13. **Proposer Questionnaire:** Fully completed Proposer Questionnaire.
14. **Reference Form:** Fully completed Reference List. List three (3) references from public agencies/entities, whom the Town may contact regarding work your consultant/firm completed under a similar scope as this Request for Proposal, during the past three years. Include the length of any contracts listed.
15. **Affidavit of Non-Collusion:** Fully completed Affidavit of Non-Collusion, signed in ink.
16. **Litigation Disclosure Form:** Fully completed Litigation Disclosure Form, signed in ink.
17. **Affidavit of Israel Boycott:** Fully complete Affidavit of Israel Boycott Form, signed in ink.

COST PROPOSAL FORM

COMPANY NAME: _____

PROPOSAL SIGNATURE PAGE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, and any amendments contained in this Request for Proposal document and attached Form of Contract for General Plan Update Contract and any written exceptions in the offer accepted by the Town.

The Offeror also certifies it is in compliance with the Non-Collusion and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip

Title

Telephone Number

Fax Number

Date

E-Mail Address

Proposal must be signed by a duly authorized representative eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered Responsive Proposal(s) unless it is established that all contractual responsibility rests solely with one Consultant or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.

PROPOSER QUESTIONNAIRE

Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work. These Questions will be answered directly in Bonfire.

Offeror acknowledges that NO changes to the Town's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being considered non-responsive.

☐ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the Town of Paradise's Valley Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

☐ Yes ☐ No *If no, give reason below*

Offeror acknowledges acceptance of the Town of Paradise Valley 's Scope of Work and takes no exceptions.

☐ True ☐ False *If False, give reason below*

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? ☐ Yes ☐ No If yes, please provide details and documentation of the certification.

For **Clarification** of this offer contact:

Printed Name

Title

Address

E-Mail Address

City State Zip

Telephone Number

If Applicable, Consultant's License Number and Classification:

The Offeror hereby acknowledges that the proposal, including pricing, is based on the addenda that were issued and posted on the Town's website at <http://www.paradisivalleyaz.gov/bids.aspx>. by the Town prior to opening of this proposal, as follows (Itemize Addenda, if Any):

Addendum No(s). ____, ____, ____, ____, ____, ____, ____, ____, ____, ____, ____, ____

NOTE:

"Please **do not** return a copy of the solicitation/addenda(s) with your proposal/submittal.

REFERENCE FORM

Please list a minimum of three (3) owner references from similar projects whom the Town may contact:

1.	Company:		
	Contact Name:		Phone:
	Email:		
	Project Name:		
	Project Cost:		
	Project Description:		
2.	Company:		
	Contact Name:		Phone:
	Email:		
	Project Name:		
	Project Cost:		
	Project Description:		
3.	Company:		
	Contact Name:		Phone:
	Email:		
	Project Name:		
	Project Cost:		
	Project Description:		

AFFIDAVIT OF NON-COLLUSION

_____, being first duly sworn, deposes and says:

That he/she is _____ of _____
(Title) (Name of Business)

submitting an Offer/Proposal in response to Request for Proposal No. 20-112-CMD for General Plan Update in the Town of Paradise Valley, Arizona.

That, in connection with the above-mentioned project, neither the affiant, nor anyone associated with the aforesaid business has, directly or indirectly, participated in any collusion, entered into any contract, combination, conspiracy or other act in restraint of trade or commerce in violation of the provisions of A.R.S. § 34-251, Article 4, as amended.

Signature of Authorized Representative

Printed Name and Title of Authorized Representative

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ for the purposes contained herein.

Notary Public

My Commission Expires: _____

LITIGATION DISCLOSURE FORM

The Proposer shall include disclosure of any issue or potential issue that may have a material bearing on the Consultant's ability to complete the Scope of Work, including but not limited to any material contingent liabilities or uninsured potential losses, and involuntary contract terminations in any jurisdiction

Signature

Title

Printed Name

Date

COMPANY NAME: _____

AFFIDAVIT OF ISRAEL BOYCOTT

The Arizona legislature enacted legislation to prohibit public entities from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01, this form must be completed and returned with the Bid in order that the Town may determine compliance.

As defined by A.R.S. §35-393.01:

1. "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:

(a) 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.

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

2. "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.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the State treasurer or retirement system owns shares or interests either:

(a) together with other investors that are not subject to this section.

(b) that are held in an index fund.

5. "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.

6. "Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

You 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. I understand that my response will become public record.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this affidavit, the undersigned person or entity with whom the Town of Paradise Valley is contracting agrees to indemnify and hold the Town of Paradise Valley, its officials, officers, directors, employees, volunteers and agents, harmless from any claims or causes of action relating to the Town of Paradise Valley's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the Town of Paradise Valley in defending such an action.

Signature of persons Authorized to Sign

Printed Name and Title

Company Name

Address

City

State

Zip

APPENDIX 1 - TOWN OF PARADISE VALLEY SAMPLE CONTRACT

Contract Pursuant to Solicitation
2022 General Plan Update

To be Posted Separately