

Hello (Consultant)

CC: (Program Manager), Program Manager

I am happy to inform you that your response to the Technical Assistance RFQ was accepted.

You will be working directly with Anthony Amphonephong regarding your Technical Assistance or Corridor work. Please remember you are representing Asian Chamber of Commerce Inc. in the community and will carry with you all of the trust and friendship we've built with our communities. Be mindful.

Anthony will go over a work process with you that requires an intake process, an assessment process, a service session process, a closeout process, and a billing/invoicing process. This process will be explained in greater detail in the Asian Chamber of Commerce Inc. onboarding session.

REMEMBER: All work plans must be approved by the Executive Director or Program/Project manager, prior to beginning. Documentation should reflect Business demographic data intake, initial assessment, proposed work plan and hours needed with signed approval, any and all documents reflecting time and actions taken to meet the work plan goal, document of completion signed by the business, all documented deliverables, and a consultant review completed by the business for quality control.

To-Do: (Submit all to anthony@azasianchamber.com and Cc brandie@azasianchamber.com)

- Submit appropriate liability Insurance (Hiscox is very affordable)**
- Submit proof of active SAM.gov registration screenshot (<https://sam.gov/SAM/>)**
- Submit proof of active duns number documentation (<https://www.dnb.com/>)**
- Submit attached signed TA Consulting Contract and Non-Disclosure Agreement.**
- Submit the Attached Community Rooted Engagement Agreement**
- Submit the attached completed W9**
- Send a headshot, a short SHORT bio, Business Name, and Contact and top three consulting talents**
- Read up on Asian Chamber of Commerce Inc. below and understand what we do (www.azasianchamber.com)**
- Reach out to Anthony Amphonephong 480.295.2344, Asian Chamber of Commerce's project managers, immediately after submitting all documents.**
- Attend the Asian Chamber of Commerce Inc. onboarding session**

Info about Asian Chamber of Commerce Inc:

Please review www.azasianchamber.com and be familiar with what we do and offer. Like and follow us on all social media platforms and please always suggest and forward content to us about your work with Asian Chamber. Document! Photos! Document! Notes and Comments! Document!

Asian Chamber of Commerce Inc. 501c3 (est 2013) is a place-based, community development corporation that offers corridor development, small business technical assistance, and neighborhood economic development in Low / Moderate Income census tracts around public transit. Our mission is to Positively impact policies and systems that build wealth, pathways out of poverty, and help our community thrive.

Asian Chamber of Commerce's Organizational Experience:

-Asian Chamber of Commerce Inc. has established trusted relationships over 29 years of community rooted, door to door, and person to person engagement with our neighborhoods. Asian Chamber of Commerce Inc. has gone to great lengths, working at the speed of trust to ensure integrity, intention, and respect are the predominant characteristics of every engagement with our communities that have been intentionally ignored.

-Asian Chamber of Commerce's staff and technical consultants have worked in many commercial corridors and have first-hand experience with big businesses and organizations that fail to put the needs of the community first within their engagement resulting in further disinvestment and harm to the community and participants involved.

-Asian Chamber of Commerce Inc. will only engage with organizations who ask, align and act on the community's desires.

Welcome aboard and let's blow it out of the water in 2022!



Asian Chamber of Commerce Inc.

This Technical Assistance Consulting Agreement (“Agreement”) dated January 1, 2022 between Asian Chamber of Commerce Inc., an Arizona not-for-profit corporation, [Name] (“Consultant”) is in support of The Asian Chamber of Commerce Inc. Equitable Business Technical Assistance Program for 2022. The parties hereby agree that the Consultant shall provide professional services to Asian Chamber of Commerce Inc. in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties agree as follows:

1. Work to be Performed:

The Consultant will support Asian Chamber of Commerce’s work for Asian Chamber of Commerce Inc. Small Business Technical Assistance Programming in all Asian Chamber of Commerce Inc. known business members. Specifically, the Consultant shall be responsible for:

- One-on-One technical assistance in developing customized, adaptive, and sustainable business & work plans that adapt to the needs of the market, as well as referrals to other Asian Chamber of Commerce Inc. consultants.
- Individualized work plans and corridor plans are created as a result of a direct assessment with the best possible outcomes strategically for singular businesses, their owners, and the business corridor in general. Intake, work plans documentation, and outcomes with each business will be done in an effort to become more resilient to adverse economic activities and strategic next steps, as our corridors continue to experience disinvestment, hardships, and displacement.
- The business’s engagement into all Asian Chamber of Commerce Inc. corridors and intake into Asian Chamber of Commerce Inc. CRM systems.
- Creation, implementation, and participation of and in monthly merchant meetings, Asian Chamber of Commerce Inc. community meetings, and special events to assess small business needs and intake business into the Asian Chamber of Commerce Inc. equitable business technical assistance program.
- Collaboration and proliferation of Digital Assets including single business and area marketing branding development.
- Assisting small business clients with preparation, application, and follow-up of available local grant opportunities, government grant and lending opportunities, and non-predatory business access to credit and capital.

- Technical Assistance work in Consultant's area of expertise as expressed by Consultant in response to Asian Chamber of Commerce Inc.C Technical Assistance RFP.
- Business Corridor and Neighborhood work that supports anti-displacement strategies.
- All work billed must be only for Technical Assistance with or on behalf of Asian Chamber clients. Any other work such as administrative, invoice creation and billing is not to be submitted as part of payment. Invoices will need to be reviewed and approved by the Asian Chamber Executive Director prior to payment.
- Consultant will be required to complete, as deemed fit by Executive Director, either quarterly, semi-annual, and/or end-of-year completion forms for each business that consultant provided technical assistance.

2. Timeframe for Completion of Work:

This contract begins on January 1, 2022, and ends on December 31, 2022.

3. Fee and Terms

All work plans, hours and invoices must be approved in writing by the Asian Chamber of Commerce Inc. Executive Director prior to performing any work. Consultant will be compensated at \$90 per hour for Technical Assistance with assigned businesses. Travel expenses are eligible on special assignment and only if outside the designated areas of RAIL i.e. Maricopa County. Any and all travel expenses must be first approved by the Asian Chamber of Commerce Inc.C Executive Director.

4. Source of Funds

Funds for all work performed will be allocated by Asian Chamber of Commerce Inc. Executive Director from the available budget, according to specific grant requirements, and approved by Asian Chamber of Commerce Inc. Executive Director and Asian Chamber of Commerce Inc. Project Manager.

5. Deliverables

Deliverables and/or evidence of impact will be, but are not limited to:

- Business Intake Information and demographics, assessment, work plan, proof of work completed & deliverables, business sign-off of work completed, written business review of work performed, and all necessary programmatic reports.
- Number of one-on-one technical assistance with businesses and documentation of all engagements.
- Public participation in the implementation project(s) (as appropriate).
- Evidence of better corridor business coordination and cooperation in all Asian Chamber of Commerce Inc. corridors.
- Evidence of increased business participation in online and possibly in-person events that drive business to the businesses in the corridors.

- Development of a data set that supports Asian Chamber of Commerce Inc.
- Dates associated with all in-person, online, digital, and physical marketing materials.
- Documentation of outcomes that support anti-displacement strategies.


Reporting and correspondence in regards to this contract shall be made with Asian Chamber of Commerce Inc. Executive Director, Anthony Amphonephong, anthony@azasianchamber.com, (480)-295-2344.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year first above written. This Task Order Agreement shall be incorporated into the originating contract.

CONSULTANT

_____ Date _____
[Name]

Asian Chamber of Commerce


_____ Date _____
Anthony Amphonephong, Asian Chamber of Commerce Inc. Executive Director

Non-Disclosure Agreement

This Agreement (the "Agreement") is made by and between [Name] ("Consultant") and Asian Chamber of Commerce Inc. ("ACC") and is effective as of January 1, 2022 ("Effective Date") and shall continue through December 31, 2022 unless terminated earlier as set forth herein. Consultant and Asian Chamber of Commerce Inc. shall singularly be referred to "Party" and collectively "Parties." Further, Asian Chamber of Commerce Inc. will be referred to as the "Disclosing Party" and Consultant will be referred to as "Receiving Party."

WHEREAS, the Disclosing Party possesses and may share certain non-public Confidential Information (as hereinafter defined) and Trade Secret Information (as hereinafter defined) (collectively the "Confidential Information") regarding its business operations, clients and/or development;

WHEREAS, the Parties agree that the Confidential Information is secret and valuable to the Disclosing Party;

WHEREAS, Disclosing Party and Receiving Party may enter or have entered into a business relationship, for which secrecy is required, through which Receiving Party will have access to the Confidential Information;

WHEREAS, the particular nature of the parties' business relationship is as follows:

The Consultant will support Asian Chamber of Commerce's work for Asian Chamber of Commerce Inc. Small Business Technical Assistance Programming in all Asian Chamber of Commerce Inc. Specifically, the Consultant shall be responsible for Technical Assistance with local small businesses.

WHEREAS, Disclosing Party desires to maintain the secret and private nature of any Confidential Information given/received to/by Receiving Party;

NOW, therefore, in consideration of the covenants and promises contained in this Agreement, the Parties agree as follows:

1) DEFINITIONS

As used in this Agreement:

- a) Confidential Information refers to any information which is confidential, relates to any Asian Chamber of Commerce Inc. clients and/or commercially valuable to the Disclosing Party. The Confidential Information may be in the form of documents, techniques, methods, practices, tools, specifications, inventions, patents, trademarks, copyrights, equipment, algorithms, models, samples, software, drawings, sketches, plans, programs or other oral or written knowledge and/or secrets and may pertain to, but is not limited to, the fields of research and development, forecasting, marketing, personnel, customers, suppliers, intellectual property and/or finance or any other information which is confidential and commercially valuable to Asian Chamber of Commerce Inc. clients or the Disclosing

Party.

Confidential Information may or may not be disclosed as such, through labeling, but is to be considered any information which ought to be treated as confidential under the circumstances through which it was disclosed.

Confidential Information shall not mean any information which:

- I) is known or available to the public at the time of disclosure or became known or available after disclosure through no fault of the Receiving Party;
- II) is already known, through legal means, to the Receiving Party;
- III) is given by the Disclosing Party to third parties, other than the Receiving Party, without any restrictions;
- IV) is given to the Receiving Party by any third party who legally had the Confidential Information and the right to disclose it; or
- V) is developed independently by the Receiving Party and the Receiving Party can show such independent development.

b) "Trade Secret Information" shall be defined specifically as any formula, process, method, pattern, design or other information that is not known or reasonably ascertainable by the public, consumers, or competitors through which, and because of such secrecy, an economic or commercial advantage can be achieved.

2) TERM

This Agreement shall be effective as of the date set forth above and remain in full force and effect for the following time period: January 1, 2022 to December 31, 2022. The non-disclosure provisions of this Agreement, as applicable to the Receiving Party's duties with regard to the Confidential Information, shall survive the termination of this Agreement for a period of 3 (three) years. Notwithstanding the foregoing, the obligations to maintain the confidentiality of Trade Secret information shall last forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first.

3) RESTRICTIONS

Receiving Party hereby agrees that it shall:

- a) Not disclose the Confidential Information via any unauthorized means to any third parties throughout the duration of this Agreement and the Parties' relationship with each other;
- b) Not disclose the Confidential Information via any unauthorized means to any third parties for a period of 3 (three) years following the termination of this Agreement, as established in the term provision of this Agreement;

c) Not disclose the Trade Secret Information forever, or for as long as such information remains a trade secret under applicable law, whichever occurs first, to any third party at any time;

d) Not use the Confidential Information or the Trade Secret Information for any purpose except those contemplated herein or expressly authorized by the Disclosing Party.

4) PERMISSIONS

Receiving Party may disclose the Confidential Information in accordance with governmental orders, including judicial notices, provided that Receiving Party gives Disclosing Party reasonable notice and Receiving Party agrees to comply with applicable protective orders or their equivalents. Receiving Party shall take all reasonable security precautions which Receiving Party would use to protect its own Confidential Information. Receiving Party must use stringent security precautions to protect the Trade Secret Information. Confidential Information may be disclosed only to the Receiving Party's employees or consultants on an as-needed and need-to-know basis. Any employee, consultant, parent, subsidiary, affiliate or other related party of the Receiving Party that is permitted to access the Confidential Information shall be instructed to maintain confidentiality of such information. Such related parties permitted to access the Confidential Information shall not be permitted to make unauthorized copies of any tangible manifestations of such information. The Receiving Party must keep and use written agreements with any and all related parties that have access to the Confidential Information to maintain compliance with the terms of this Agreement.

Confidential Information may be disclosed pursuant to the Parties' business relationship or as provided hereunder.

5) OWNERSHIP MAINTAINED

Both Parties acknowledge and agree that any Confidential Information disclosed under this Agreement shall remain the exclusive property of the Disclosing Party and/or its clients. Nothing in this Agreement shall be construed as granting any rights in the Confidential Information to the Party receiving such information.

6) RIGHTS AND REMEDIES

Receiving Party hereby agrees to promptly notify the Disclosing Party of any disclosure of any Confidential Information in violation of this Agreement, whether such disclosure was inadvertent or done with aforethought. Receiving Party also agrees to notify the Disclosing Party of any legal matter or process requiring disclosure of any Confidential Information before producing any such information. Receiving Party agrees to cooperate with the Disclosing Party to assist in the collection and retention of Confidential Information after any unauthorized disclosure and to prevent further unauthorized use or dissemination of the Confidential Information. Receiving Party shall return any tangible documents or products, including originals, copies, summaries, or notes of the Confidential Information or certify

destruction of the same at the Disclosing Party's sole and exclusive discretion. Receiving Party acknowledges that monetary damages may not be a sufficient remedy for any unauthorized disclosure of the Confidential Information and, as such, Disclosing Party may seek injunctive or equitable relief, without waiving any other rights or remedies, in a court of competent jurisdiction.

7) GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the state of Arizona and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the State of Arizona.

8) NO WAIVER

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

9) SEVERABILITY

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

10) NO AGENCY

Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship between the Parties and nothing herein shall be construed to denote any kind of agency between the Parties.

11) PUBLIC ANNOUNCEMENT

Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.

12) ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes any

prior or contemporaneous understandings, whether written or oral.

13) HEADINGS

Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

14) COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[Address] _____
[Name]

Signature

Date

Asian Chamber of Commerce
1305 E Hatcher Rd
Phoenix, AZ 85020
Anthony Amphonephong, Executive Director

Signature

Date