



**City of Phoenix**

**REQUEST FOR PROPOSAL**

**RFP FY24-086-01 (DRW)**

**PROPERTY MANAGEMENT SERVICES FOR AFFORDABLE HOUSING PORTFOLIO  
- GROUP C**

City of Phoenix

Housing Department

251 W. Washington

Phoenix, AZ

85003

**RELEASE DATE: June 6, 2023**

**DEADLINE FOR QUESTIONS: June 22, 2023**

**PROPOSALS DUE DEADLINE: July 7, 2023, 3:00 pm**

City of Phoenix  
REQUEST FOR PROPOSAL  
RFP FY24-086-01 (DRW)  
Property Management Services for Affordable Housing Portfolio - Group C

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**EXHIBITS:**

- A - OFFICE CLOSURE NOTIFICATION AND UPDATE TEMPLATE
- B - INCIDENT REPORT FORM DETAILS
- C - STORM DAMAGE NOTIFICATION
- D - WORK ORDER DIRECTORY ALL STATUS
- E - UNIT AVAILABILITY DETAILS
- F - BUDGET WITH VARIANCE ANALYSIS
- G - 5 YEAR PROJECTED CAPITAL PLAN

H - SIMPLIFIED FINANCIAL REPORT

I - MONTHLY EIV PIC REPORTS TRACKER

J - WEEKLY PH OCCUPANCY REPORT

K - OCC-WEEKLY VACANCY REPORT PH

L - CAPITAL PROJECTS TRACKING REPORT

M - HOLD FOR VACANTS AND APP STATUS COP RELOCATION

N – AFFORDABLE HOUSING FILE INSPECTION CHECKLIST

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## 1. INTRODUCTION

### 1.1. Summary

The City of Phoenix invites sealed proposals for Property Management Services for Affordable Housing Portfolio for a Three (3) year period with Two (2) one (1) year renewal periods commencing on or about commencing on or about October 31, 2023, in accordance with the specifications and provisions contained herein.

The City of Phoenix Housing Department (“Housing”), Asset Management Division requires 3rd party property management services in connection with the continued operations of 5 multifamily rental developments known as Group C of the Affordable Housing Portfolio located in Phoenix, Arizona.

### 1.2. Contact Information

**David Wisniewski**

Housing Manager - Contracts and Procurement  
251 W. Washington  
Phoenix, AZ 85003  
Email: [david.wisniewski@phoenix.gov](mailto:david.wisniewski@phoenix.gov)  
Phone: [\(602\) 261-8619](tel:6022618619)

**Department:** Housing

### 1.3. Timeline

#### **Schedule of Events**

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

To request a reasonable accommodation or alternative format for any public meeting, please contact the Procurement Officer (David Wisniewski) at (602) 261-8619/Voice or 711/TTY, or [david.wisniewski@phoenix.gov](mailto:david.wisniewski@phoenix.gov), no later than two (2) weeks prior to the meeting.

<b>Solicitation Issue Date</b>	June 6, 2023
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<p><b>Pre-Offer Conference (Non-Mandatory)</b></p>	<p>June 21, 2023, 8:00am</p> <p>251 W. Washington, 4th floor or Join from the meeting link <a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mf70b7103ce618316878d297ddf72ed0e">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=mf70b7103ce618316878d297ddf72ed0e</a></p> <p>Join by meeting number Meeting number (access code): 2463 762 0220 Meeting password: U6tUM73v3ky</p> <p>Join by phone +1-415-655-0001 US Toll</p> <p>Access code: 2463 762 0220</p>
<p><b>Site Visit</b></p>	<p>June 21, 2023, 9:15 pm</p> <p>9:15 am Camelback Properties, 5102 N. 11<sup>th</sup> Ave. 10:15 am Yale Court, 3034 E. Yale Street 11:15 am Red Mountain Springs 1652 N. 52<sup>nd</sup> Street 12:15 pm Paradise Greens, 16001 N. 25<sup>th</sup> Street 1:15 pm Desert Meadows, 16819 N. 42<sup>nd</sup> Ave.</p>
<p><b>Written Inquiries Due Date</b></p>	<p>June 22, 2023, 3:00pm</p>
<p><b>Offer Due Date</b></p>	<p>July 7, 2023, 3:00pm</p> <p>David.Wisniewski@phoenix.gov</p>

## 2. INSTRUCTIONS

### 2.1. Description – Statement of Need

The City of Phoenix invites sealed offers for property management services for a Three (3) year period with two (2) one (1) year renewal periods commencing on or about October 31, 2023, in accordance with the specifications and provisions contained herein or the “Effective Date”.

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

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence: by reaching the end of the term including any extensions exercised, or termination pursuant to the provisions of this Agreement.

### 2.2. City’s Vendor Self-Registration and Notification

Vendors must be registered in the City’s procurePHX Self-Registration System at <https://www.phoenix.gov/procure> to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered.

### 2.3. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive. Any and all addenda issued must be signed and returned as part of the submitted proposal.

It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No offer will be altered, amended or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

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

It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.

- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- F. Offer responses submitted for products considered by the seller to be acceptable alternates to the brand names or manufacturer's catalog references specified herein must be submitted with technical literature and/or detailed product brochures for the City's use to evaluate the products offered. Offers submitted without this product information may be considered as non-responsive and rejected. The City will be the sole judge as to the acceptability of alternate products offered.
- G. Prices will be submitted on a per unit basis by line item, when applicable. In the event of a disparity between the unit price and extended price, the unit price will prevail unless obviously in error.

#### 2.4. Fixed Offer Price Period

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

#### 2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Finance Department, Central Procurement Division, 251 W Washington Street, 8th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

## 2.6. Exceptions

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to send inquiries to the Procurement Officer rather than including exceptions in their Offer.

## 2.7. Inquiries

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events. The City will not consider questions received after the deadline.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning or issues related to this solicitation must be presented in writing.

The Procurement Officer will answer written inquiries in an addendum and publish any addendums on the Procurement Website.

## 2.8. Addenda

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix regarding this solicitation. Any changes will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addenda by signing and returning the document with the Offer submittal.

## 2.9. Business in Arizona

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the Offeror asserts a statutory exception prior to entering a contract with the City.

## 2.10. Licenses

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

## 2.11. Certifications

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

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



- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer.

#### 2.12. Submission of Offer

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the City Department's clock.

Offers must be submitted in one of the following ways:

- A. Submitted electronically by email to [david.wisniewski@phoenix.gov](mailto:david.wisniewski@phoenix.gov) and the following information should be noted in the email:
  1. Offeror's Name
  2. Offeror's Address (as shown on the Certification Page)
  3. Solicitation Number
  4. Solicitation Title
  5. Offer Opening Date
  6. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
- B. Offeror may alternatively request a secure file transfer link and that request needs to be in writing (email to [david.wisniewski@phoenix.gov](mailto:david.wisniewski@phoenix.gov)) by July 3. The emails addresses provided will receive a secure link and the deadline to submit your firm's proposal will remain the same (July 7, 2023 at 3:00pm). The email request must contain the e-mail addresses (maximum 3) that you would like the upload link sent to and contain:
  1. Offeror's Name

2. Offeror's Address (as shown on the Certification Page)
3. Solicitation Number
4. Solicitation Title
5. Offer Opening Date
6. It is the responsibility of the Offeror to ensure that the Offer is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the upload as received/stamped by the City's file transfer site will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

#### 2.13. Withdrawal of Offer

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized representative. If Offeror withdraws the Offer electronically by email to the Procurement Officer, the request to withdraw must be in the form of a letter attached to the email that includes either an image of the duly authorized representative's signature or an electronic signature from a verifiable source, such as Adobe Sign, DocuSign or a similar verifiable software program.

#### 2.14. Offer Results

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events, at which time the name of each Offeror, and the prices may be read. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City will post the information on the preliminary tabulation as it was read during the offer opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the offers, the City will post an award recommendation on the website. By signing and submitting its Offer, each Offeror agrees that this posting of the award recommendation to the City's website effectively serves as the Offeror's receipt of that notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

## 2.15. Pre-Award Qualifications

Offeror must have been in operation a minimum of five (5) years. The Offeror's normal business activity during the past five (5) years will have been for providing the goods or services in this solicitation.

Upon notification of an intent to award, the Offeror will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

## 2.16. Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service, or providing the goods, contained in this solicitation and who have demonstrated the ability to perform in an acceptable manner.

### A. Factors that may be considered by the City include:

1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
3. Safety record; and,
4. Offeror history of complaints and termination for convenience or cause.
5. Notification of Contract termination risk

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

### C. All submittal responses may be verified by the City of Phoenix Asset Management staff to ensure accuracy of the responses. Proposers with inaccurate responses may receive no points or a lower score based on that question.

### D. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions

and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

#### 2.17. Solicitation Transparency Policy

Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.

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

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

“To discuss” means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing

through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

## 2.18. Protest Process

Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.

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

Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.

Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.

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

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

The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

## 2.19. Public Record

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

## 2.20. Late Offers

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

## 2.21. Right to Disqualify

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offer submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

## 2.22. Site Inspection

A one-time walk-through site inspection tour will be conducted at the date and time indicated in the Schedule of Events. Submission of an offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions affecting performance and offer prices.

### 2.23. Determining Responsiveness and Responsibility

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

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

Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

**Responsibility:** To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

The Offeror's unreasonable failure to promptly supply information about an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

### 2.24. Evaluation of Competitive Sealed Offers

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

## 2.25. Detailed Evaluation of Offers and Determination of Competitive Range

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

## 2.26. Offers Not Within the Competitive Range

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

## 2.27. Discussions with Offerors in the Competitive Range

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

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

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

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



## 2.28. Best and Final Offers (BAFO)

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

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

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

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

## 2.29. Evaluation Criteria

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

Method of Approach (Attachment A)	0-300 Points	300
Experience and Qualifications of Firm and Key Personnel (Attachment A)	0-450 Points	450
Price Proposal (Attachment B)	0-150 Points	150
References (Attachment C)	0-100 Points	100
<b>Total Points</b>	<b>1000 Points</b>	

### **3. SCOPE OF WORK**

#### **3.1. Introduction**

The City of Phoenix Housing Department (“Housing”), Asset Management Division requires 3rd party property management services in connection with the continued operations of Group C consisting of 5 multifamily rental developments that are a subset of the 16 Affordable Housing Portfolio (“Portfolio”) located in Phoenix, Arizona.

The City owned Portfolio consists of 16 multifamily residential housing properties with 1,214 rental units that provide affordable housing to low-to-moderate income residents. This RFP is for Group C consisting of 5 of those properties consisting of 426 rental units. The Portfolio is grouped into Group A, B and C to provide for a reasonable level of potential income for each group of properties, with approximately equal groups in the number of units, age, and the condition of the properties.

#### **3.2. Prerequisites**

Proposer must meet the following prerequisites at time of proposal submittal:

- A. Proposer must have a minimum of five (5) years multifamily housing management experience with a preference for affordable demonstrated in Tab 1: Experience, and Qualifications.
- B. Proposer must currently manage a minimum of two (2) multifamily properties not less than 200 units in the aggregate demonstrated in Tab 1: Experience, and Qualifications.
- C. Principals and lead staff (area / regional managers) of the Proposer must provide evidence that they are Certified Property Managers (CPMs) certified by the Institute of Real Estate Management or Certified Public Housing Manager certified by the Council of Affordable Housing. Proposer and staff members responsible for handling funds associated with this agreement, must submit evidence in Tab 1, that they hold and maintain in good standing of all required Arizona real estate licenses.
- D. Proposer must not be debarred from contracting with the U.S. Department of Housing and Urban Development (“HUD”).

#### **3.3. Overview of Duties**

The successful proposer(s) will provide day-to-day oversight and operations of the Properties. The proposer shall be responsible for the following property management functions and comply with the following requirements when applicable:

- A. Screening applicants, leasing units to qualified applicants and maintaining waitlists in accordance with any ACOP (City the Public Housing Occupancy Guidebook: Admission and Continued Occupancy Policy) and HUD requirements.
- B. Income limits in accordance with Housing Department Affordable Housing Rents policy and any future Amendments.
- C. Provide weekly occupancy reports on a property by property basis in a format the City of Phoenix will provide which are due each Tuesday morning at 9:30 am.
- D. Executing and enforcing leases and lease addendums approved by the City and keeping leases current. Contractor shall be responsible for tenant leases that have been approved by the City, including but not limited to initiating eviction actions that were appropriate for all matters involving non-payment of rent or material lease violations. Contractor shall be responsible for retaining legal counsel for evictions. Contractor shall require its employees to cooperate with the City, and legal counsel in all enforcement actions and other legal matters. Contractor must be a witness when required and must work with residents and others to obtain information and testimony necessary to support the eviction action.
- E. Collecting all rents and charges owed by residents monthly pursuant to the terms of the lease as well as any and all requests necessary for HUD subsidy funding, collecting delinquent rent, and exercising the remedies of the lease when non-payment occurs. If Contractor accepts rental payments by credit/debit cards, the Contractor must provide the appropriate documentation to ensure payments are received in a manner that is compliant with the Payment Card Industry Data Security Standard.
- F. Depositing all money collected in accounts designated by the City. and maintaining suitable reserve accounts (as determined by the City.) may require a portion of some expenses such as loan payments or developer fees to be set aside monthly and disbursed annually.
- G. Contractor will adjust rents in accordance with the most current version of the Rent Increase Policy for Affordable Properties. The current version is dated Dec. 13, 2022 and is attached as Exhibit S to this solicitation.
- H. Contractor shall take full charge of financial management responsibilities in accordance with Generally Accepted Accounting Principles (GAAP), keep and maintain suitable records and receipts pertaining to supervision, management, care, and operation of the property which will be subject to audit(s) by Housing,

HUD, the City of Phoenix and any other agency providing funds to the Property, and their authorized representatives and/or independent auditors that may be announced or unannounced.

- I. Maintaining the minimum staffing requirements provided in this RFP. Contractor shall ensure the level of service required by employing sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience and equipment to complete the Contract as required. Contractors are not permitted to utilize temporary labor, defined as labor that are not full-time employees of the Contractor, to fill vacant administrative or maintenance positions.
- J. Contractor shall be responsible to produce weekly occupancy updates and participate in occupancy and lease renewal calls as needed.
- K. Contractor shall be responsible for the recruitment, assignment, hiring, supervision, training and, if necessary, termination of all staff as well as maintaining satisfactory standards of employee performance. All staff must meet the background check requirements listed in Section III.
- L. Respond to and resolve tenant complaints in a manner that complies with Fair Housing regulations and the Grievance Procedure approved by Housing.
- M. Promote and maintain good relations with residents and their representatives, neighborhood groups and local government officials and to encourage initiatives to promote the social development of the residents. The Contractor will be responsible for communicating to residents the community rules as stated in the approved lease, date and time of resident meetings and any other information pertinent to resident life and tenancy through public posting and/or notices delivered to residents.
- N. Produce and maintain an Emergency Management Plan. The emergency management plan must include procedures to evacuate the building when necessary and to accommodate residents on-site during incidents such as utility emergencies and public safety emergencies.
- O. Contractor shall provide contact information for an emergency contact person, and respond to any and all emergencies as they arise. This includes emergency repairs, alarms, and emergencies pertaining to the overall health and safety of the residents. Contractor will be responsible for monitoring security incidents a, coordinating with Housing, working with local law enforcement, overseeing any private security employed at the site, assessing ongoing site security needs, and performing other site security functions as specified in any existing security plans for the site.

- P. Contractor must have and maintain a Fire and Life Safety Inspections Policy that incorporates the aspects outlined below. Contractor must provide a current list of the fire and life safety inspections required at the property, the frequency by which inspections should be performed, and submit documentation that inspections have been performed within two weeks of the inspection. Contractor must notify Housing immediately if a fire/life safety system is found to be inoperable and shall require an evaluation in coordination with the Fire Marshall or designee take place to determine the conditions under which the property may be occupied. Contractor must notify Housing of all decisions to disable or override a Fire Protection System not associated with an Intentional Impairment. Contractor shall ensure that all fire code notice requirements are met and ensure that the Fire Marshal or designee specifically approve any disabling or override, as governed by the Phoenix Fire Code. Contractor must ensure that all Fire Protection System deficiencies are escalated to Housing. Contractor must immediately report all Fire Protection System deficiencies to Housing and shall maintain a list of all deficiencies, inspection dates and mitigated status. These documents shall be accessible for inspection and kept for three years.
- Q. Contractor shall provide Storm Damage Reports to Housing, by 8:00 a.m. on the day following inclement weather, that details damage sustained by the property.
- R. Providing routine, preventative, and emergency maintenance including regular inspection of dwelling units, servicing of assets, appliances and equipment. Contractor shall ensure proper permits are obtained for any repairs made to the property. Contractor must also maintain the property at all times in a condition acceptable to Housing, including, but not limited to performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, inventory of appliances and equipment and such other maintenance and repair work as may be necessary. Contractor shall maintain the curb appeal of the property to Housing's satisfaction free of any code enforcement notice of violations.
- S. Conducting annual unit inspections to meet HUD's Housing Quality Standards (HQS) and/or Uniform Physical Condition Standards (UPCS) as applicable and Housing requirements.
- T. Performing quick turnover of vacant units. Vacant units to be made ready within 7 calendar days. Variances from the 7 calendar days make ready dates need to be specifically approved by the City of Phoenix.
- U. Managing insurance claims and cooperating fully with the Property's insurers in connection with accidents, claims and potential claims.

- V. Obtaining prior written approval for the following:
  - i. Disposal of any capital equipment
  - ii. Payments to Vendors or subcontractors affiliated or related to Contractor
  - iii. Alterations to the property or any dwelling unit
  - iv. Lease of any dwelling unit for a rental amount other than as specified in the rent schedule
  - v. Unit concessions or non-revenue credits
  - vi. Rent increases
  - vii. Staffing adjustments requiring additional personnel costs
  - viii. Assignment of interest in or delegation of the duties under the Contract
  
- W. Maintaining the following bank accounts at a bank selected and approved by the City. The funds in each of the Property Accounts shall be the sole and exclusive property of the City, and the Contractor shall retain no interest therein. The manager shall designate its signatories on each account. Two (2) signatories will be required on any draft more than \$2,500.
  
- X. Operating Account: One interest-bearing bank account in the Contractor's name and denominated "City of Phoenix." Operating Account in Trust for the City of Phoenix" into which the Contractor shall deposit all rents and other funds collected from the operation of the Property. Contractor shall designate its signatories on the Accounts and the City Treasurer or his/her designee will be included as a signer on the account. Two signatories will be required on any draft more than \$2,500.00. Contractor shall pay the Operating Expenses of the Property and any other payments relative to the Property as required by the terms of this Agreement from the funds deposited into the Property Operating Account for that Property. The funds in each of the Property Accounts shall be the sole and exclusive property of the City, and the Contractor shall retain no interest therein. Contractor must promptly pay property invoices within 60 days of completion of the contracted work. Invoices paid by the property more than 60 days old, without specific written consent by the City of Phoenix, are subject to reimbursement by the Contractor.
  
- 1. Security Deposit Account: One non-interest-bearing bank account in the Contractor's name and denominated " City of Phoenix." Security Deposit Account in Trust for the City of Phoenix" into which the Contractor will deposit all tenant security deposits. The Contractor will designate its signatories on the Accounts and the City Treasurer or his/her designee will be included as a signer on the account. Two signatories will be required on any draft more than

\$2,500.00. The Contractor will pay refundable security deposits relative to the Property as required by the terms of this Agreement from the funds deposited into the Account for that Property. The funds in each of the Property Accounts shall be the sole and exclusive property of the City and the Contractor shall retain no interest therein.

Y. Replacement Reserve Account: One interest-bearing account in the Contractor's name and denominated City of Phoenix - Replacement Reserve Account in Trust for The City, into which the Contractor shall annually deposit \$350 per occupied unit from the gross operating revenues of the Property.

Z.

Debt Service, Real Estate Tax Escrow and Audit Account: One interest-bearing account in the Contractor's name and denominated Operating Account in Trust for the City of Phoenix – Debt Service and RE Tax Account in Trust for Operating Account in Trust for the City of Phoenix, into which contractor will hold all Debt Service, RE Tax and Audit funds.

AA.

Maintaining adequate funds in the operational accounts for operations and remitting Excess Cash to Operating Account in Trust for the City of Phoenix, monthly, on or before the 20th day of the month following month-end and notifying Operating Account in Trust for the City of Phoenix, within 48 hours if the balance in the account is at any time insufficient to pay Operating Expenses.

BB.

Making disbursements for Operating Expenses as needed, disbursing funds for capital improvement expenditures with the approval of Operating Account in Trust for the City of Phoenix, except in case of emergencies requiring prompt action to avoid injury or loss. The Contractor will make, on behalf of Operating Account in Trust for the City of Phoenix, any contracts for water, electricity, gas, fuel, oil, telephone, vermin extermination, trash removal, landscape maintenance, heating and air conditioning maintenance, security patrol and other services deemed necessary or advisable for the operation of the Property.

### 3.4. Contractor Notifications to the City of Phoenix

Contractor shall provide notification to the City's Housing Department, Asset Management Division, the following incidents within the stated time frames:

#### A. **Within 1 Hour of Discovery**

1. Personally Identifiable Information is compromised.

2. Contact by the media.
3. Changes to a Maximum Risk Background Screening of a Contract Worker previously approved by Owner.
4. Accidents, claims, and potential claims for damage relating to the property.
5. Office closures.
6. Any Police, Federal Agency, or Fire Department activity and/or response to property or any fire/life safety related incidences including utility outages and fire alarm issues.

**B. Within 48 Hours of Discovery**

1. Notices of government orders imposed by federal, state, county or municipal authority.
2. Incidents involving personal injury or property damage relating to the operation of the property.
3. Serious emergency repairs and unbudgeted expenditures that exceed \$2,500 in any one instance.
4. Balances in the operational accounts for any property is insufficient at any time to pay authorized disbursements.
5. Anticipated deviation from the receipts or disbursements stated in the approved budget.
6. Serious complaints regarding any of the Property such as:
  7. Tenant issues likely to be escalated;
  8. Criminal activity / Police involvement / Emergency services issues;
  9. Fraudulent activity of an employee or tenant;
  10. Issues that affect resident security.

**C. Within 7 Days of Discovery.**

1. When legal counsel is consulted to bring actions for eviction.
2. Capital equipment purchased with Owner's funds.

3.5. Required Reports

- A. **Storm Reports** - By 8:00 A.M. the day following via E-mail (Exhibit C)
- B. **Rent Roll** - Monthly by the 15th of every month Via Excel Spreadsheet



1. Itemized list of delinquent rents and prepayments as of the end of the preceding month and any action taken to collect outstanding amounts.
2. Statement of income and expenses and accounts receivable and payable for the preceding month.
3. Receipts for the preceding month.
4. Disbursement summary of the preceding month.
5. Current bank statements with signed reconciliations.
6. List of prepaid residents.
7. Cash Flow Report
8. Work Order Status Report
9. Payroll Breakdown and supporting documentation
10. Unit Availability Detail Report showing vacant unit status (turned/untuned, leased/unleased, number of days vacant).

C: Weekly

**Fiscal Year Budgets**, five-year capital improvement plans, and market analysis per property. - Annually, May 1st via Microsoft Excel with formulas

- A. **Fire Life Safety Reports** - Annually, May 1st
- B. **Other reports as requested by Housing** - as requested.

3.6. Required Performance Measure

Re-Exams/Lease Renewal – self-certification by tenants is prohibited - 98% On-Time

Tenant Accounts Receivable – (Accounts Receivable) / (Total Tenant Revenue) (TTR includes rents and other charges to tenants) - **Asset Management to provide**

Accounts Payable (Current Accounts Payable < 90 days + Past Due Accounts Payable > 90 Days) / (Total Operating Expenses / 12) - **Asset Management to provide**

Occupancy - 97%

Vacant units to be leased or pre-leased within 30 days.

Work Orders - Average turn-around not to exceed three (3) Days, measured monthly

Monthly Report - By the 15th of the following month

Annual Report and Financial Statements prepared by a CPA - By July 31st each year

Any of the foregoing or other reasonably required reports - Within 30 Days

Deputy Director of Asset Management will designate City of Phoenix staff to have unlimited view access to run reports for these specific properties

### 3.7. Inspections

Properties will be inspected a minimum of once every 12 months using the inspection sheets provided as Exhibit N and Exhibit O.

### 3.8. General Requirements

Contractor must comply with all applicable ordinances, codes, regulations, rules, federal, state and local laws. The following is a description of some of the major responsibilities of the Contractor:

- A. **Compliance with Governmental Regulations:** Contractor shall be responsible for ensuring the properties comply with all federal, state and local government rules and regulations pertaining to the operation and management of the property and types of units operated. Contractor must adhere to all City of Phoenix Security Regulations (Attachment H.1 and H.2) and Housing Department Regulations.
- B. **Purchasing and Contracting:** Contractor and any Subcontractors must comply with Applicable Section 8 Requirements (Camelback Properties only), state, and local purchasing requirements and regulations, as well as applicable local ordinances. All contracting and purchasing must be completed within the approved operating budget. All contracting must be approved by the City of Phoenix Asset Management Department.
- C. **Financial Management:** Contractor must maintain system of internal controls and must provide a monthly report regarding collection of rents as well as collection of past due accounts. Contractor must utilize a Certified Public Accountant (CPA). Contractor must establish and maintain real estate investment & property management software (Yardi or equivalent) where the Contractor will maintain true and accurate books, records and accounts (collectively, the "Records") reflecting the operation of the Properties in accordance with sound accrual basis accounting practices, consistently applied, in a manner sufficient to permit preparation of all required financial statements and reports in accordance with generally accepted accounting principles and the audit thereof in accordance with generally accepted auditing standards. The City must be granted read and reporting access to such system at bidder's expense (if any). All Records will be subject to examination and audit during regular business hours, announced or unannounced, by the City, HUD, any other agency providing funds to the City for the Properties, and their authorized representatives and/or independent auditors, who may make copies of or

extracts from the Records. The Contractor must cooperate in any audit of the financial statements, accounts or Records of the Properties which shall be caused to be performed by the City, HUD, and any other agency providing funds to the City for the Properties, and their authorized representatives and/or independent auditors. Contractors are expected to manage to the approved operating budgets.

- D. **Compensation:** Contractor shall be entitled to a Management Fee. The Management Fee shall be due and payable monthly to Contractor, commencing at the end of the first full calendar month of the Term. Manager is authorized to pay the Management Fee from the Operating Account. Expenses considered to be Contractor expenses are detailed below. No Contractor expenses shall be paid as property operating expenses. Any amounts discovered to have been paid by the property's operating account that are deemed Contractor expenses will be promptly refunded to Housing. **Note: Property management fees will include all necessary staff not included in the BID PRICE SCHEDULE submitted with this proposal.**
- E. **Budget:** Contractor must also prepare an annual income and expense budget and an annual and 5-year capital improvement budgets for the Property. Proposed budgets are due to City of Phoenix by May 1st for review and approval. Proposed Budgets must be submitted in excel format and include formulas. Budget revisions to payroll must be approved by the City of Phoenix.
- F. **Personnel:** Contractor shall provide the property management services on a full-time basis as an independent Contractor. Neither Contractor nor any of the Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is interested in only the results obtained under the resulting Contract. Contractor's employees will be required to wear identification tags and to maintain a professional appearance.
- G. **Maintenance:** Contractor must maintain the property in a decent, safe, and sanitary condition, as determined by and acceptable to the Housing Department, and in a rentable and tenantable state of repair, all in accordance with any and all applicable federal, state and local codes, to include Maricopa County Environmental Health Codes. Contractor must also maintain the property at all times in a condition acceptable to the City, including, but not limited to, regularly inspecting dwelling units (at least once per year), performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, inventory of appliances and equipment and such other maintenance and repair work as may be

necessary. Camelback Properties is subject to Real Estate Assessment Center (REAC) inspections and shall be maintained in accordance.

- H. **Background Checks**: Contractor shall conduct initial criminal background screening on all adult applicants through an approved screening process. Annual criminal background screening is required for all adult members of the household residing at the property. Any criminal records received are to be maintained confidentially, will not be misused or improperly disseminated and must be maintained for the duration of tenancy.
- I. **Sex Offender**: Contractor shall run a sex offender check on all adults residing in the household at <http://nsopw.gov/> at the time of the initial application and during the annual recertification. Contractor shall run a sex offender check on all applicants and all adults residing in the household at <http://nsopw.gov/> at the time of the initial application and during the annual recertification.
- J. **Payment Recoupment**: Contract must reimburse the City upon demand for the following:
  - i. Any amounts received by the Contractor from the City for services which have been inaccurately reported or are found to be unsubstantiated.
  - ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the City.
  - iii. Any amount paid by the City for services that duplicate services.
  - iv. Any amount expended for items or purposes determined unallowable by the City.
  - v. Any amounts paid for which the Contractor's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform services.
  - vi. Any amount identified as financial audit exception.

### 3.9. Record Retention

The selected Proposer will provide to Owner all records for the project for a minimum of six years after the due date (with extensions) for filing the federal income tax return for that year.

### 3.10. Special Requirements

Contractor must comply with all special requirements that are unique to the properties. The following is a description of some of the unique requirements the Contractor shall be aware of as they become a part of the Contract:

- A. **Tenant Files / Waitlist Management**: Property Manager shall maintain waitlists for Public Housing Units and Affordable Housing units according to HUD guidelines. All files and cabinets will remain at sites for use by the Contractor. Contractor shall be responsible for any conversion costs for all existing tenant files and records in the Contractor's system. The City, must be granted read and

reporting access to the system which is used by the Contractor at the Contractor's expense (if any). The City will determine the required documents maintained in the tenant files.

Contractor shall be responsible for maintaining a waitlist for at least twelve (12) months for each unit type unless approved by the City. B: Resident Security Deposits will be determined by the City of Phoenix.

C: Residents self-certifications are not allowed for applicant admission approval or lease renewal approval.

D. Resident qualifying criteria and resident recertification process must be approved by the City of Phoenix.

**B. Reimagine Phoenix:** Contractor must, for all properties, participate in the City's efforts towards reducing the amount of trash sent to city landfills by 40 percent by the year 2020. This includes encouraging more sustainable practices, such as recycling and composting and by increasing communication and education about sustainability efforts to residents as well as any other efforts required by the City. Bids for solid waste services must include a bid from City of Phoenix Solid Waste.

**C. Inspections and Monitoring:** Properties are subject to physical and file inspections to assess performance.

**D. Compliance Audits:** Properties are subject to audits by:

- ADOH: Properties with Deed / Land Use Restrictions
- HUD
- City of Phoenix: All properties

**E. Start-Up / Mobilization Budget:** Contractor must submit a detailed start-up cost budget, itemized by expense that anticipates all operational start up needs, if any.

**F. Move-in cost sheet:** Contractor to provide resident a copy of the move-in cost sheet which shall include a breakdown of itemized Move-in cost, deposits, fees sheets shall be maintained in the resident files.

**G. Move-in Deposits:** Contractor to charge ½ of the monthly rent for a refundable deposit. The Contractor to charge a \$100 non-refundable move-in fee.

### 3.11. Property Locations and Information

The list of properties is not all inclusive and the City of Phoenix may add, delete or change the locations, services, and groupings as required. Group C

Property	Address	Year Built	Units	Group	FY22 Gross Income	Type
Camelback Properties	5102 N. 11 <sup>th</sup> Avenue	1959	147	C	\$ 974,020	Public Housing and - Affordable
Paradise Greens	16001 N. 25 <sup>th</sup> Street	1985	67	C	\$ 445,332	Affordable
Yale Court	2524 N. 31 <sup>st</sup> Street, 3034 E. Yale Street	1979	12	C	\$ 95,297	Affordable
Red Mountain Springs	1652 N. 52 <sup>nd</sup> Street	1975	52	C	\$ 396,295	Affordable
Desert Meadows	16819 N. 42 <sup>nd</sup> Avenue	1979	148	C	\$ 991,706	Affordable

**\$2,902,650**

3.12. Minimum Staffing Requirements. This is a minimum. Offeror will be required to enter a table of staffing offered in Question 9 Method of Approach.

#### Camelback Properties

- A. Onsite Office Staff shall be: 2 FTEs (1 Property Manager and 1 assistant)
- B. Maintenance Staff shall be: 2 FTEs (1 Maintenance Supervisor and 1 tech)

#### Paradise Greens

- A. Onsite Office Staff shall be: 1 FTE (1 Property Manager)
- B. Maintenance Staff shall be: 1 FTE (1 Maintenance Supervisor)

#### Yale Court

- A. Onsite Office Staff shall be: 1 PTE (1 part time Property Manager)

B. Maintenance Staff shall be: 1 PTE (1 part time Maintenance Supervisor)

#### Red Mountain Springs

A. Onsite Office Staff shall be: 1 FTE (1 Property Manager)

B. Maintenance Staff shall be: 1 FTE (1 Maintenance Supervisor)

#### Desert Meadows

A. Onsite Office Staff shall be: 2 FTEs (1 Property Manager and 1 assistant)

B. Maintenance Staff shall be: 2 FTEs (1 Maintenance Supervisor and 1 tech)

Contractor to provide office hours, 24 hr on call emergency and office closures, for each property. All office closures must be approved in advance by the City of Phoenix.

## 4. STANDARD TERMS AND CONDITIONS

### 4.1. Definition of Key Words Used in the Solicitation

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

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the Offer without the information.

**May:** Indicates something that is not mandatory but permissible.

For purposes of this solicitation, the following definitions will apply:

"A.R.S." Arizona Revised Statute

"Buyer" or "Procurement Officer" City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.

"City" The City of Phoenix

"Contractor" The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.

"Contract" or "Agreement" The legal agreement executed between the City of Phoenix, AZ and the Contractor.

"Days" Means calendar days unless otherwise specified.

"Chief Procurement Officer" The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.

"Employer" Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

"Offer" Means a response from a Supplier, Contractor, or Service Provider to a solicitation request that, if awarded, binds the Supplier, Contractor, or Service Provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

"Offeror" Any Vendor, Seller or Supplier submitting a competitive offer in response to a solicitation from the City. Same as Bidder or Proposer.



“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed bids, or any other type of formal procurement which the City makes public through advertising, mailings, or some other method of communication. It is the process by which the City seeks information, proposals, bids or quotes from suppliers.

“Suppliers” Firms, entities or individuals furnishing goods or services to the City.

“Vendor or Seller” A seller of goods or services.

#### 4.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
1. Federal terms and conditions, if any
  2. Special terms and conditions
  3. Standard terms and conditions
  4. Amendments
  5. Statement or scope of work
  6. Specifications
  7. Attachments
  8. Exhibits
  9. Instructions to Contractors
  10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings,

workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

#### **4.3. Contract Administration and Operation**

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment

without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

C. **Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

1. **For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.
2. **For a Contractor with more than 35 employees:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment

practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.

D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

**E. Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:

1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

**F. Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.

**G. Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine.

This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

#### 4.4. Costs and Payments

- A. **General:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- C. **Late Submission of Claim by Contractor:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- D. **Discounts:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- E. **No Advance Payments: Advance** payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- F. **Fund Appropriation Contingency:** The Contractor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The

Contractor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.

- G. **Maximum Prices:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- H. **F.O.B. Point:** All prices are to be quoted F.O.B. destination, unless specified elsewhere in this solicitation.

#### 4.5. Contract Changes

- A. **Contract Amendments:** Contracts will be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.
- B. **Assignment - Delegation:** No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.
- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

#### 4.6. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The



Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

#### 4.7. City's Contractual Rights

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.
- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

#### **4.8. Contract Termination**

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- B. **Conditions and Causes for Termination:**
  - 1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date

of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
  - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
  - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
  - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
  - In the opinion of the City, Contractor fails to manage the properties operating budget as evidenced by excessive unapproved operating costs and/or prolonged vacancy unless approved by the City of Phoenix.
  - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
  - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

C. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

#### 4.9. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes.

The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business.aspx>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

#### 4.10. Tax Indemnification

Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Contractor will hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, and require the same of all subcontractors.

#### 4.11. Tax Responsibility Qualification

Contractor may be required to establish, to the satisfaction of City, that any and all fees and taxes due to the City or the State of Arizona for any License or Transaction Privilege taxes, Use Taxes or similar excise taxes, are currently paid (except for matters under legal protest). Contractor agrees to a waiver of the confidentiality provisions contained in the City Finance Code and any similar confidentiality provisions contained in Arizona statutes relative to State Transaction Privilege Taxes or Use Taxes. Contractor agrees to provide written authorization to the City Finance Department and to the Arizona State Department of Revenue to release tax information relative to Arizona Transaction Privilege Taxes or Arizona Use Taxes in order to assist the Department in evaluating Contractor's qualifications for and compliance with contract for duration of the term of contract.

#### 4.12. No Israel Boycott

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

#### 4.13. No Forced Labor of Ethnic Uyghurs

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

#### 4.14. Advertising

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

#### 4.15. Strict Performance

Failure of either party to insist upon the strict performance of any item or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract, or by law, will not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

#### 4.16. Authorized Changes

The City reserves the right at any time to make changes in any one or more of the following: (a) specifications; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; and/or (e) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both. Any claim for adjustment will be deemed waived unless asserted in writing within sixty days from the receipt of the change. Price increases or extensions of delivery time will not be binding on the City unless evidenced in writing and approved by the Chief Procurement Officer prior to the institution of the change.

## **5. SPECIAL TERMS AND CONDITIONS**

### **5.1. Term of Contract**

The term of this Contract will commence on or about October 31, 2023 and will continue for a three (3) year period with Two (2) one (1) year renewal periods.

### **5.2. Background Screening**

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

### **5.3. Background Screening Risk Level**

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

### **5.4. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts**

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

### **5.5. Materiality of Background Screening Requirements; Indemnity**

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

### 5.6. Continuing Duty; Audit

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

### 5.7. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key;
- Contract Worker uses a badge or key of another to gain access to a City facility;
- Contract Worker commences services under this agreement without the proper badge, key or background screening;
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default

within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

#### 5.8. Key Access Procedures

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

#### 5.9. Stolen or Lost Badges or Keys

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

#### 5.10. Return of Badge or Key

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

#### 5.11. Badge and Key Fees

The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock



5.12. Background Screening – Maximum Risk

- A. **Determined Risk Level:** The current risk level and background screening required is MAXIMUM RISK.
- B. **Maximum Risk Level:** A maximum risk background screening will be performed every five years when the Contract Worker’s work assignment will:
1. work directly with vulnerable adults or children, (under age 18); or
  2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
  3. unescorted access to:
    - a. City data centers, money rooms, high-value equipment rooms; or
    - b. unescorted access to private residences; or
    - c. access to critical infrastructure sites/facilities; or
    - d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- C. **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

5.13. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

- Credit Check (for cash handling, accounting, and compliance positions only)
- Driving records (for driving positions only)
- Fingerprint verification (when Contract Worker is working directly with children or vulnerable adults or scope takes the individual to a City location with Criminal Justice Information System (CJIS) access.)

5.14. Maximum Risk Background Criminal Justice Information Services (CJIS) Check Must Include

- Criminal records - Conviction of a misdemeanor(s) (not including traffic or parking violation) or felony(ies).
- Sexual offender search
- All outstanding warrants
- Currently the focus of a criminal investigation
- Currently on parole or probation

5.15. Contractor Certification; City Approval of Maximum Risk Background Screening

Unless otherwise provided for in the Scope of Work, Contractor will be responsible for:

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- G. For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
- H. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and

that all background screening information furnished to the City is accurate and current.

- I. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- J. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- K. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- L. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.
- M. For any childcare or health worker positions, or Criminal Justice Information Systems access in the scope of work, Contractor is required to send the City updated background checks every three years.
- N. The Contractor will submit prior to scheduling any services, a current list of names, addresses, and social security numbers of all employees requiring access to the facility. The Contractor is responsible for obtaining security clearance from the Police Department for all employees. The City reserves the right to change the restricted areas as needed. The Contractor grants the rights to the Police Department to conduct background checks of all employees entering the building. All employees will submit to the background check before access to the facility is given.
- O. The background checks will be conducted prior to any employee entering to work and will be based upon information provided to the Police Department including, but not limited to: name, address, date and place of birth, social security number, INS number if applicable, and a copy of a valid photo identification. The information will be provided to the City’s authorized Department representative at least five business days (excluding weekends and holidays) in advance of the

need for access. The form will be provided by the City's authorized Department representative. The City's authorized Department representative will conduct the security check.

- P. The City may, at any time, in its sole discretion, refuse to allow an employee access to an area for any of the following reasons, but not limited to:
1. Conviction of a felony.
  2. Conviction of a misdemeanor (not including traffic or parking violation).
  3. Any outstanding warrants (including traffic and parking violations).
  4. A person currently on parole or probation.
  5. A person currently involved in an investigation.

#### 5.16. Confidentiality

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

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including

without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

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

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

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

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

#### 5.17. Data Protection

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

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

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

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:

1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.)
3. not subcontract any processing of PII to any third party (including affiliates, group companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;

5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
  6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
  7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
  2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
  3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and
  4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

In addition to, and not in lieu of, all other rights and remedies available to the City, Contractor will defend, indemnify, and hold the City harmless against all losses, claims,

costs, attorneys' fees, damages or proceedings arising out of Contractor's breach of this Section (Data Protection). Contractor's obligations pursuant to this Section (Data Protection) shall not be subject to any limits of liability or exclusions as may be stated elsewhere in the Agreement.

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

#### 5.18. Price

Management Fee offered shall be firm and fixed for the term of the contract. Management Fee is a fixed percentage of the actual monthly Gross Income.

Staffing costs submitted shall be firm and fixed for the initial three (3) year contract period. Thereafter, price adjustments will be considered annually at the renewal period, provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation justifying the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to Housing Department, 251 West Washington Street, 4th Floor, Phoenix, AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director or the Housing Director or their designee are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director or Housing Director or their designee.

#### 5.19. Option for Additional Services

City of Phoenix anticipates considerable activity under the resultant contract. However, no guarantee can be made as to actual property management services that will be purchased under this contract. City of Phoenix reserves the right to add, change or delete services as circumstances may require. Including adding properties to or removing properties from this contract as the City of Phoenix deems necessary.

#### 5.20. Performance Interference

Contractor shall notify City of Phoenix's department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract, and confirm it in writing within twenty-four (24) hours.

Department Contact: Jessica Baker Asset Manager (602) 262-7044

#### 5.21. Communication in English

It is mandatory that the Contractor's lead person assigned to any City of Phoenix's facility be able to speak, read and write in English in order to communicate at the site contact.



#### 5.22. Liquidated Damages

City of Phoenix may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as City of Phoenix may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. City of Phoenix will be the sole judge in determining the liquidated damages.

Contractor shall receive a minimum of one warning before the liquidated damages fee will be implemented. Lease renewals, qualification re-examinations and income certifications can increase rental income depending on a household's circumstances. Contractor is required to maintain a compliance rate of 98% of the lease renewals/re-examinations at all times. Resident income self-certification is not allowed. If less than 98% of the renewals are completed prior to the expiration of the month, the City may impose liquidated damages in the amount of \$100 per day for each day the property is out of compliance. If compliance rate is not achieved 30 days after notification current contracts, may seek the amount of the lost income to the property.

#### 5.23. Permanent Employees

Contractor must staff the properties with permanent employees of the Contractor unless specifically authorized by the City of Phoenix. No temporary workers are to be employed at the site. Any property abandonment defined as not having a fully functioning staff office for more than 24 hrs will be grounds for contract termination.

#### 5.24. No Family Members

Contractor certifies and warrants that family members or people that have a personal relationship with the contractor staff are not allowed to work on site.

#### 5.25. Operating Budget

In the opinion of the City, Contractor fails to manage the properties operating budget as evidenced by excessive unapproved operating costs and/or prolonged vacancy unless approved by the City of Phoenix.

## **6. DEFENSE AND INDEMNIFICATION**

### **6.1. Standard General Defense and Indemnification**

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

## 7. INSURANCE REQUIREMENTS

### 7.1. Contractor's Insurance

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

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

City of Phoenix must be named as an additional insured. The Contractor's insurance coverage must be primary and non-contributory. Contractor's insurance must contain a waiver of Subrogation in favor of the City of Phoenix. These requirements must be evidenced in the endorsements and on the COI. Contractor must provide all policy endorsements, exclusions, and declaration pages upon request of the City of Phoenix for coverages listed below in the following pages.

### 7.2. Scope and Limits of Insurance

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

General Aggregate \$5,000,000

Products – Completed Operations Aggregate \$5,000,000

Personal and Advertising Injury \$5,000,000

Each Occurrence \$5,000,000

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

- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Policy must be endorsed to include Sexual Abuse and Molestation when contractor or sub-contractors are working around children.
- Remove any endorsements excluding lead paint or lead contamination.
- Policy must include operation of mobile equipment (if required as part of the Scope of Services).

### 7.3. Automobile Liability

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

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

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

### 7.4. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

### 7.5. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

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

#### 7.6. Network Security & Privacy

Network Security and Privacy Liability (if the Contractor has access to any personal or confidential data, the Contractor should be required to evidence Network Security and Privacy Liability coverage in addition to Technology Errors and Omissions).

a. The policy must cover but not be limited to 1) coverage for third party claims and losses with respect to network risks and invasion of privacy, 2) crisis management and third party identify theft response costs and 3) cyber extortion.

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

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

#### 7.7. Property Insurance

Policy shall include 100% replacement cost coverage

Mechanical breakdown/boiler and machinery

Business interruption/loss of rents coverage

Lenders loss payable endorsement naming the City of Phoenix and the City of Phoenix 's Property insurance must be written on an all risk, replacement cost coverage, real and personal property, improvements and betterments, gross earnings, extra expense, rental value, coverage for flood, earth movement and equipment breakdown, including Terrorism.

The City of Phoenix and the City of Phoenix must be named as a loss payee.

Policy must contain a waiver of subrogation against The City of Phoenix and the City of Phoenix

Contractor will purchase coverage for the existing structures as follows:

**Building Coverage:**

100% insurable Replacement Cost Value

**Contents Coverage:**

Loss of Rents: 100% of Annual Rent Revenues

Perils: "Special Causes" of direct physical loss, including but not limited to extended coverage, vandalism, malicious mischief and other perils as would be provided in "Broad Form All Risk" property Insurance coverage including sub limits for debris removal, outdoor trees, shrubs, plants and lawns.

**Flood Insurance:**

Mandatory for property within 100 Year Flood  
Extensions: Vacant/Unoccupied up to 60 days.  
Deductible: Not to exceed \$10,000

**Mechanical Breakdown /Boiler & Machinery:**

Contractor's property insurance must be written on an all risk, replacement cost coverage for the Contractor's property and contents located on City of Phoenix properties.

**Fidelity Bond or Crime Insurance:**

Bond or Policy Limit \$1,000,000

- a. The bond or policy must be issued with limits of 50% of the contract value or \$50,000 - whichever amount is greater.
- b. The bond or policy must include coverage for all directors, officers, agents and employees of the Contractor.
- c. The bond or policy must include coverage for third party fidelity, i.e. property of third parties that is held by the Insured in any capacity, or property for which the Insured is legally liable.
- d. The bond or policy must include but not be limited to coverage for theft of property located on the Insured's premises or while in transit, loss due to forgery or alteration of negotiable instruments (e.g. securities, checks) or loss due to electronic funds transfer fraud.
- e. The bond or policy must not contain a condition requiring an arrest and conviction

**7.8. Notice of Cancellation**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to [hou.procurement@phoenix.gov](mailto:hou.procurement@phoenix.gov).

### 7.9. Acceptability of Insurers

Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### 7.10. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to [hou.procurement@phoenix.gov](mailto:housprocurement@phoenix.gov). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time.

**DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

### 7.11. Subcontractors

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

### 7.12. Approval

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

## 8. SUBMITTALS

### 8.1. Copies

Please submit one electronic copy (portable drive or CD or Email Submission to david.wisniewski@phoenix.gov of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so that the CITY may digitally incorporate the successful offer into the awarded contract.

**Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This Offer will remain in effect for a period of 180 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

### 8.2. Solicitation Response Check List

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

The written offer should be:

- Typewritten for ease of evaluation
- Signed by an authorized representative of the Offeror
- Submitted with contact information for the individual(s) authorized to negotiate with the City
- A. Offeror's Proposal - A detailed proposal describing the firm or individual's qualifications and experience responsive to the requirements of the solicitation and evaluation criteria.
- B. Pricing Proposal - A completed pricing proposal with all requested prices, quantities, and/or discounts completed.
- C. Submittal Forms - All submittal forms are completed and signed.
- D. Addenda - Signed copies of all published addenda.

Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. Electronic submission is preferred. Due to file size limitations for electronic transmission, offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the offer is received timely and that there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.



## **SUBMITTALS**

### **ATTACHMENT A – QUESTIONNAIRE**

This is a required submission document that must be completed and submitted with your proposal for your offer to be valid.

Answers will be validated as the Housing Department deems necessary and false answers will may receive zero points.

This form must be signed and submitted to the Procurement Officer and all questions must be answered or your offer may be considered non-responsive. Responses to the evaluation criteria **may not exceed forty 40 pages.**

#### **A. METHOD OF APPROACH (300 Points) 300**

##### **Question 1.**

Describe in detail the policies or procedures the Proposer will use to screen and select residents.

##### **Question 2.**

Describe in detail the policies or procedures the Proposer will use to certify and Re-certify residents.

**Question 3.** Describe in detail your resident selection and move in criteria.

##### **Question 4.**

Describe in detail the policies and procedures the Proposer will use to address lease violations.

##### **Question 5.**

Describe in detail the policies or procedures the Proposer will use to receive and complete maintenance requests as well as executing preventative maintenance.

##### **Question 6.**

Describe in detail the policies or procedures the Proposer will use to affirmatively fair market the units.

##### **Question 7.**

Describe in detail the fiscal accounting processes and budgetary controls that the firm will use to ensure the responsible use and management of contract funds and accurate invoicing. State how costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to the Property.

##### **Question 8.**

Describe in detail the property management and budget software utilized to manage the Property. The City requires real-time view and reporting access to software. State your

fiscal reporting and monitoring capabilities to ensure contract funds are managed responsibly.

**Question 9.**

Provide a list or table that outlines the number of staff Contractor will provide at each site including: office staff, maintenance staff, other staff (ex, grounds keepers and housekeepers). Include the on-site office hours and days of operation for each site. Please note Yale Court does not have on-site leasing offices. These staff total must match the staffing costs section in Attachment B.

**Question 10.** Provide in submittal audited or unaudited financial statements for a current property managed by the Offeror that is similar in size and resident population to These properties.

**Question 11.** Please provide a Pro Forma for this property with anticipated estimates being as close as possible.

**B. EXPERIENCE AND QUALIFICATIONS OF FIRM AND KEY PERSONNEL (450 Points)**

**Question 1.** Offeror shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the business has been operating as the legal entity and length of time the business has been providing the requested services.

**Question 2.** Offeror shall list and provide an explanation of any uncorrected IRS 8823 filings in which it was involved. Contractors must disclose all citations, sanctions, reprimands, criminal convictions, or criminal investigations that Contractors' firm has received in the past five (5) years from any governing body. Include any Fair Housing, real estate regulations, or LIHTC compliance violation of a material nature.

**Question 3.** Specifically identify Offeror's experience providing Property Management services in relation to Affordable Housing.

**Question 4.** Provide a company organizational chart listing the following:

- Management Staff
- Accounting Staff
- Compliance Staff
- Other Staff

- a) List the proposed key members of staff to be assigned to the City of Phoenix's contract including their roles (Accounting, Compliance, District / Regional Managers, Office staff, and Maintenance) and estimated participation in delivering services. Provide the staff positions, minimum qualifications, and wage rates.
- b) Attach resumes, education and training, and licenses and certifications of the key personnel that will be assigned to this agreement. Resumes shall clearly state any experience specifically related to the scope of work.

**Question 5.** Offeror shall describe three (3) multifamily housing properties currently being managed that best illustrate the Offeror's qualifications to provide contract services. The information shall include the following details: the City the property is located, the total number of units, current occupancy rate, target population, type of affordability restrictions, rental subsidies, and dates under management (beginning and end). Offeror shall submit actual budgets for each example provided.

**Question 6.** Proposer shall describe any situations whereby you were unable to complete timely income verifications or certifications at the beginning of a new lease term or at lease renewal or otherwise comply with HUD, HOME, NSP, or LIHTC regulations.

**Question 7.** Proposer shall describe and provide documentation regarding any situation whereby additional staff, part-time workers or overtime was required at a currently managed property and how this was communicated to the ownership to secure approval of your staffing plan.

**Question 8.** How many Property Management contracts has your firm lost in the past two years? What properties were they for?

**Question 9.** How many performance Cure Letters and/or Demand for Assurance has your company received in the past two years? What were the issues you were asked to address?

**Question 10.** Describe any circumstances whereby you were unable to achieve budgeted Net Income on a City managed property by more than 20% over the last where you have managed the property for at least 1 year.

## **ATTACHMENT B- SUBMITTALS**

### **C. FIXED FIRM BID PRICE SCHEDULE OFFERED (150 POINTS)**

- A. Management fee stated herein must be a firm fee stated as a percentage of gross income collected for the month for which compensation is sought. The price is all-inclusive and must include all necessary costs including, but not limited to, start-up costs, materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the scope of work.
  
- B. The following costs shall be paid at the contractor's expense: staff recruiting and employment advertisement; business license(s); dues or subscriptions (including associations); staff or company meetings; contractor liability insurance and insurance umbrella; travel and expense reimbursements; contractor vehicle expenses; staff training; indirect staff salaries, benefits and payroll taxes not included in the bid pricing delivery schedule submitted as part of the contractor's proposal. Property income cannot be used to pay for or reimburse the contractor for any of the items stated above. Any off-site or indirect staff (staff working on multiple properties) such as compliance staff that the contractor intends to expense to the property must be included in the bid price delivery schedule. All third-party sub-contractors utilized for compliance, certifications and other property related tasks must be clearly identified with firm name, address, ownership information, years of experience and percentage of sub-contract work allocated.
  
- C. Any and all start-up costs must be approved by The City, prior to purchase.
  
- D. Please provide in the "all or none bid price schedule and delivery schedule" a fee structure that is fixed, firm and quantifiable on a monthly basis. This may be a price per unit per month, a flat price per month, an additional percent similar to management fee or any other pricing methodology that is fixed and firm.

**Note:** Pricing for onsite and maintenance staff indicated below must include the full amount of the cost the Contractor intends to expense to the Property (i.e. Salary, payroll taxes, benefits, and paid leave). If the Contractor intends to expense any indirect staff (staff working on multiple properties) to the property, the pricing below must include the full amount the Contractor intends to expense to the property. All salaries and wages must include overtime and be specifically disclosed as to the amount included. Overtime exceeding five (5) weekly hours for on-call maintenance emergencies must be approved by the City of Phoenix Housing department.

**Group C**

**1. MANAGEMENT FEE:**

**Management fee percent must be between 4% and 7%**

Item No.	FY23 Projected Gross Income (actuals will be current gross income)	Proposed Fixed Management Fee %	Estimated Annual Management Fee
1.	\$ <u>2,902,650</u>	_____ %	\$ _____ (Est. Annual Gross Income x Fixed Management Fee %)

**2. STAFFING COSTS:**

Item No.	Staff Description	Number of Staff Provided	Annual Cost to Property
2.	Maintenance Staff		\$ _____
3.	On-site Office Staff		\$ _____
4.	Other Staff (Please provide title and function)		\$ _____
5.	Any Applicable Compliance Fees		
6.	Staff Bonus (if applicable)		\$ _____
<b>Total Annual Staffing Cost</b>			\$ _____

**GRAND TOTAL (Management Fee plus Staffing Cost) :**  
 \$ \_\_\_\_\_

**3. ADMINISTRATIVE COSTS (Not included in scoring)**

Site based computer hardware and software costs:

- A software licensing fee per unit per month for affordable Yardi, Rent Café & affordable Yardi portal \$ \_\_\_\_\_
- Software licensing fee per unit per month for Public Housing Yardi module:
- Set up fee for new users \$ \_\_\_\_\_
- Other fees \$ \_\_\_\_\_

**GRAND TOTAL:** \$ \_\_\_\_\_

Estimated Annual Management Fee + Total Annual Staffing Cost

**3. START UP COSTS: (Not included in scoring)**

Item No.	Description	Quantity	Total Cost
1.	Personnel Costs (Pro-rated up to 1-month)		
2.	Office Supplies		\$
3.	Maintenance Supplies		\$
4.	Computers		\$
5.	Telephones		\$
6.	Copier/Fax/Scanner		\$
7.	Other Costs – Please List		\$
<b>Total Start Up Costs</b>			\$ _____



---

**YEARS IN BUSINESS AND REFERENCES**

(please complete and return with the submittal)

Contractor certifies that they have provided \_\_\_\_\_  
listed in this solicitation for a period of \_\_\_\_ year(s).

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three firms or government organizations for which the Contractor is currently furnishing or has furnished, the goods or services.

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**CONFLICT OF INTEREST AND TRANSPARENCY FORM**

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

This form must be signed and submitted to the City and all questions must be answered (or N/A) or your Offer may be considered non-responsive.

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name:

3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)

--

4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.

--

5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.

- Subcontractors may be retained, but not known as of the time of this submission.
- List of subcontracts, including the name of the owner(s) and business name:

--

6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.

--



**7. Disclosure of Conflict of Interest:****A. City Code Section 43-34**

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

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

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

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

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

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

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:

## 8. Acknowledgements

### A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
  
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

### B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or [aud.integrity.line@phoenix.gov](mailto:aud.integrity.line@phoenix.gov).

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

### OATH

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

PRINT NAME

TITLE

SIGNATURE

DATE

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

---

**CONTRACTOR LICENSING REQUIREMENTS**

(please complete and return with the submittal)

Offeror shall comply with all statutes and rules of the State of Arizona and the Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1121, Offeror shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission.

Offeror certifies possession of the following license:

Licensed Contractor's Name \_\_\_\_\_

Class \_\_\_\_\_

License Number. \_\_\_\_\_

Expiration Date \_\_\_\_\_

**EMERGENCY 24-HOUR SERVICE CONTACT**

(please complete and return with the submittal)

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



**OFFER**

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

**TO THE CITY OF PHOENIX** - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.

Arizona Sales Tax No. \_\_\_\_\_

Use Tax No. for Out-of-State Suppliers \_\_\_\_\_

City of Phoenix Sales Tax No. \_\_\_\_\_

Arizona Corporation Commission File No. \_\_\_\_\_

Taxpayer's Federal Identification No.: If recommended for contract award, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

<p><b>Enter City's Registration System ID Number</b>          Located at City's eProcurement website (see SECTION 2          – INSTRUCTIONS - CITY'S REGISTRATION)</p>	
--	--

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title  
(President, Manager, Member)

\_\_\_\_\_  
Offeror Legal Name and Company Type  
(LLC, Inc., Sole Proprietor)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**ACCEPTANCE OF OFFER**

The Offer is hereby accepted.

The Contractor is now bound to sell the material(s) or service(s) listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor’s Offer as accepted by the City.

This contract shall henceforth be referred to as Contract No. \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or provide any material or service under this contract until Contractor receives purchase order, or contract documentation.

**CITY OF PHOENIX**  
A Municipal Corporation  
Jeffrey Barton, City Manager

\_\_\_\_\_

Director or delegate:  
Title:  
Department:           Housing

Attest:

\_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 2023

City Clerk

Approved as to form this 19th day of January 2017. This document has been approved as to form by the City Attorney and is on file with the City Clerk. It need not be submitted to the City Attorney for approval unless the form document is altered.

	<b>Exhibit A</b>	<b>City of Phoenix Housing Department 251 W. Washington Street 4th Floor Phoenix, AZ 85003</b>
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**Office Closure Notification and Update Template**

**Email Subject Line:** Property Name and date of Closure

**Reason for Office Closure:**

**Anticipated Date, Time and Duration of Office *Closure*:**

**Anticipated Date, Time and Duration of Office *Coverage*:**

**Position being Replaced (i.e. Manager, Leasing Agent):**

**Name of Replacement:**

**Position of Replacement (i.e. Manager, Leasing Agent):**

**Badged (Y/N):**

**Property Replacement is being pulled from (if COP):**

**Name of fill-in at Replacement Property:**

**Position of fill-in at Replacement Property:**

**Is fill-in at Replacement Property Badged (Y/N)**

## Exhibit B

### Incident Report Form Details

Property Management Co may utilize their approved Incident Report Form template so long as all information necessary is provided, COP reserves the right to modify the template to ensure all key information is provided.

The key is to ensure that anyone reading the incident report will have a thorough understanding of what occurred without having been involved in the process, also to ensure that when this Incident Report is pulled or reviewed in the future, the individual would have all the information needed based on what was documented in the Incident Report.

All Incident Reports must include the “what, who, how, when, where, and why”, on what happened in addition to whom was notified, what action was taken and the future or ongoing plan of action. In addition, if applicable, any projected or anticipated cost estimates and any mitigation or preventative plans necessary to prevent any future incident of this nature.

The Incident Report must include photographs and a Police Report number if applicable.

A bullet point summary of the incident, in an “OTHER FIELD” must be included



## Exhibit C

### Storm Damage Notification

Please ensure we are updated timely in terms of any damage due to the flood, storms or any other issues that may arise, this includes the weekend.

Monday- Friday Storm Updates needs to be emailed to the Asset Mgt team by 8:30 am the morning following a storm.

An updated email must be sent even if it's to report there were no damages

The email should include bullet points of any damages and or a summary of how the damage will be mitigated if applicable

Weekend Updates need to be communicated via email and text to ensure they are received timely. Please notify maintenance and any other staff that may be onsite on weekends to notify your appropriate team member so that you may notice the City.

Exhibit D**Work Order Directory**

Property : SAMPLE

Call Date From : 07/01/2021

Call Date To : 07/31/2021

All Status in EXCEL

WO#	Property	Unit	Priority	Status	Category	Brief Desc.	Call Date	Schedule Date	Complete Date
<b>Property :</b>									
123456		607		Work Completed	Electrical	kitchen light not working properly	7/1/2021		7/2/2021
123456		305		Work Completed	Plumbing	Bathroom sink is leaking	7/7/2021		7/7/2021
123456		024		Cancelled	Locks and Keys	Front door entrance hard to open	7/12/2021		
123456		047		Work Completed	Pool	HelloWill be any chance to use the	7/12/2021		7/18/2021
123456		305		Work Completed	Painting	Bath tub is peeling	7/12/2021		7/12/2021
123456		202		Work Completed	Appliances	Need four drip pans	7/12/2021		7/13/2021
123456		503		Work Completed	Plumbing	Bath tub shower head is leaking	7/14/2021		7/14/2021
123456		607		Work Completed	Plumbing	Shower faucet is leaking	7/15/2021		7/15/2021
123456		305		Scheduled	Painting	Bedroom door is loose	7/19/2021	8/5/2021	
<b>Total ( 14 )</b>									
<b>Grand Total( 14)</b>									

**Exhibit E**

**Unit Availability Details**

Sample Property

As Of: 07/31/2021

Showing Pre-Leased: Yes

Showing Occupied: No

Group By: UnitType

Unit	Resident	Name	Resident Rent	Unit Rent	Resident Deposit	Unit Status Deposit	Days Make Vacant Ready	Move In	Hold	Hold Until	Notice	Move Out	Lease Sign	Lease From	Lease To
<b>Sample Property - Vacant Unrented Ready</b>															
UnitType: Sample Property 1/1															
301			0.00	598.00	0.00	0.00	61 05/31/2021		No						
<b>Units Count:</b>		<b>1 Unit</b>	<b>0.00</b>	<b>598.00</b>											
<b>Total</b>		<b>1 Unit</b>	<b>0.00</b>	<b>598.00</b>											
<b>Sample Property - Vacant Unrented Not Ready</b>															
UnitType: Sample Property 1/1															
010			0.00	695.00	0.00	0.00	61 05/31/2021		No						
<b>Units Count:</b>		<b>1 Unit</b>	<b>0.00</b>	<b>695.00</b>											
<b>Total</b>		<b>1 Unit</b>	<b>0.00</b>	<b>695.00</b>											
<b>Sample Property - Vacant Rented Ready</b>															
UnitType: Sample Property 1/1															
604	T1234556	Smith Jane	550.00	550.00	0.00	0.00 Future	98 05/01/2021	04/25/2021	No					04/25/2021	03/31/2022
<b>Units Count:</b>		<b>1 Unit</b>	<b>550.00</b>	<b>550.00</b>											
<b>Total</b>		<b>1 Unit</b>	<b>550.00</b>	<b>550.00</b>											
<b>Sample Property - Vacant Rented Not Ready</b>															
UnitType: Sample Property 1/1															
033			0.00	695.00	0.00	0.00	31 06/30/2021	07/22/2021	No						
043	T1268979	Sample Resident	646.00	646.00	0.00	0.00 Future	92 04/30/2021	07/11/2021	No				05/11/2021	07/11/2021	06/30/2022
507	T1259897	Smith Joe	0.00	646.00	0.00	0.00 Future	31 06/30/2021	07/22/2021	No						
<b>Units Count:</b>		<b>3 Units</b>	<b>646.00</b>	<b>1,987.00</b>											
<b>Total</b>		<b>3 Units</b>	<b>646.00</b>	<b>1,987.00</b>											
<b>Total for aw</b>		<b>6 Units</b>	<b>1,196.00</b>	<b>3,830.00</b>											
<b>Grand Total Count</b>		<b>6 Units</b>	<b>1,196.00</b>	<b>3,830.00</b>											

Exhibit F

**Budget Worksheet**

Property Name

Property = yc,Book = Accrual,Start Month = 07/2021,Duration = 12 months

Account	Account	Row	July	August	September	October	November	December	January	February	March	April	May	June	Actuals 2021	12 Month Projected	Variance of	% Change	Property Mgt Co Variance Notes	COP Owners - Variance Notes
Number	Name	2022 PROPOSED BUDGET													3/2021- Owners report	3/2021 From Actual Owners report	3/2021 Actuals Owners Report to 2021/22 projected	Proposed vs Actual Projected		
<b>RENTAL INCOME</b>																				
4510-0000	Rental Charges	-														0.00	-	#DIV/0!		
4730-0000	Vacancy	-														0.00	-	#DIV/0!		
<b>TOTAL RENTAL INCOME</b>		-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>OTHER INCOME</b>																				
5690-0000	Interest on Bank Accounts	-														0.00	-	#DIV/0!		
5710-0000	Pet Monthly Charge	-														0.00	-	#DIV/0!		
5730-0000	Late Fee	-														0.00	-	#DIV/0!		
<b>TOTAL OTHER INCOME</b>		-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>TOTAL REVENUE</b>		-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>OPERATING EXPENSES</b>																				
<b>PAYROLL EXPENSE</b>																				
6110-0000	Salaries - Site Manager	-														0.00	-	#DIV/0!		
6120-0000	Salaries - Maintenance	-														0.00	-	#DIV/0!		
6160-0000	Payroll Burden	-														0.00	-	#DIV/0!		
<b>TOTAL PAYROLL</b>		-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>GENERAL &amp; ADMINISTRATIVE</b>																				
6410-0000	Management Fees	-														0.00	-	#DIV/0!		
6430-0000	Bank Fees	-														0.00	-	#DIV/0!		
6440-0000	Credit Verification	-														0.00	-	#DIV/0!		
<b>TOTAL G &amp; A EXPENSE</b>		-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>ADVERTISING &amp; MARKETING</b>																				
6710-0000	Advertising	-		11												0.00	-	#DIV/0!		
6715-0000	Promotion	-		6												0.00	-	#DIV/0!		
<b>TOTAL ADVERTISING &amp; MARKETING</b>		-	17	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>UTILITIES</b>																				
7105-0000	Electric Property Meters	-														0.00	-	#DIV/0!		
7110-0000	Electric Resident Meters	-														0.00	-	#DIV/0!		
7130-0000	Water	-														0.00	-	#DIV/0!		
7131-0000	Sewer	-														0.00	-	#DIV/0!		
7170-0000	Sanitation	-														0.00	-	#DIV/0!		
<b>TOTAL UTILITIES</b>		-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>TAXES &amp; INSURANCE</b>																				
7220-0000	Property Insurance	-														0.00	-	#DIV/0!		
<b>TOTAL TAXES &amp; INSURANCE</b>		-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>REPAIRS &amp; MAINTENANCE</b>																				
7425-0000	Appliance Repairs & Supplies	-														0.00	-	#DIV/0!		
7456-0000	Cabinets & Counters	-														0.00	-	#DIV/0!		
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>		-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
<b>TOTAL OPERATING EXPENSES</b>		-	17	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		

**Budget Worksheet**

Property Name

Property = yc,Book = Accrual,Start Month = 07/2021,Duration = 12 months

Account	Account	Row	July	August	September	October	November	December	January	February	March	April	May	June	Actuals 2021	12 Month Projected	Variance of	% Change	Property Mgt Co Variance Notes	COP Owners - Variance Notes
Number	Name	2022 PROPOSED BUDGET													3/2021- Owners report	3/2021 From Actual Owners report	3/2021 Actuals Owners Report to 2021/22 projected	Proposed vs Actual Projected		
	<b>NET OPERATING INCOME</b>	-	-17	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00		#DIV/0!		
	<b>NON-OPERATING EXPENSES</b>																			
	<b>REPLACEMENT EXPENSES</b>																			
7339-0000	Replacement - Plumbing	-													0.00	0.00	-	#DIV/0!		
7340-0000	Replacement - Air Conditioning	-													0.00	0.00	-	#DIV/0!		
	<b>TOTAL REPLACEMENT EXPENSES</b>	-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
	<b>TOTAL NON-OPERATING EXPENSES</b>	-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		
	<b>NET INCOME</b>	-	0	0	0	0	0	0	0	0	0	0	0	0	0.00	0.00	-	#DIV/0!		

**Property Management, Co**

DATE

Property Name	
	Units
	Total Square Feet
	Budget Year Ending

**Rental Income**

	# of Units	Sq. Ft.	(*) Monthly - Renewals - Approved COP for 2020 - 2021.	Annual - Renewal Rent	Monthly Rent	Annual Rent
2 Bedroom/1 Bath (30%)				\$0		\$0
2 Bedroom/1 Bath (31 - 50%)				\$0		\$0
2 Bedroom/1 Bath (51 - 80%)				\$0		\$0
Totals	0	0	\$0	\$0	\$0	\$0
Average		#DIV/0!	#DIV/0!	\$0	#DIV/0!	\$0

**Salary Schedule**

<b>July</b>	<b>3</b>	<b>January</b>	<b>3</b>
August	2	February	2
September	2	March	2
October	2	April	2
November	2	May	2
December	2	June	2

**Staff and Pay**

Resident Manager			\$	(Float)
Maintenance			\$	(Float)
	<u>Annual Pay</u>	<u>Hourly Pay</u>	<u>2 Pay Period Month</u>	<u>3 Pay Period Month</u>
Resident Manager (120)			\$0	\$0
Maintenance (120)			\$0	\$0
<b>Total</b>	<b>\$0</b>			
Payroll Burden	33%	\$0.00	\$0	\$0

*Note: Staff and staffing costs may fluctuate with changes in staff*

**Notes**

Exhibit G

**City of Phoenix Projected Five Year Capital Plan**

Property Name	Capital Projects By Property	Year 1 2019-2020
<b>Property Name</b>		
	<b>Bid Project Name</b>	<b>Amount Budgeted</b>
	<b>Total:</b>	<b>0.00</b>
<b>Cash Flow \$Amount</b>	<b>Per Unit:</b>	<b>0.00</b>
<b>Property Name</b>		
	<b>Bid Project Name</b>	<b>Amount Budgeted</b>
	<b>Total:</b>	<b>0.00</b>
<b>Cash Flow \$Amount</b>	<b>Per Unit:</b>	<b>0.00</b>
	<b>Year 1 Grand Total:</b>	<b>#REF!</b>
<b>Revised: 7/24/2019</b>	<b>Year 1 Total Funds Available:</b>	<b>Amount</b>
	<b>Difference</b>	<b>#VALUE!</b>

<b>Total Available:</b>	<b>Amount</b>
<b>Total Spent to Date:</b>	<b>#REF!</b>
<b>Remaining Available</b>	<b>#VALUE!</b>

**Exhibit G**

Date COP Approved (for COP use only)	Amount of Bid Approved	PCD Signed Off	Budget - Approved	Capital Projects By Property
			#VALUE!	
			0.00	
			0.00	
			0.00	
	0.00		0.00	<b>Total:</b>
				<b>Per Unit:</b>
			#VALUE!	
			0.00	
			0.00	
			0.00	
	0.00		0.00	<b>Total:</b>
				<b>Per Unit:</b>
	#REF!		#REF!	<b>Year 2 Grand Total:</b>
				<b>Original Budget:</b>





Capital Projects by Property	Year 5 2023-2024	Projected Dollar Amount (Includes 4% Inflation)
		<b>Total:</b>
		<b>\$95,000</b>
<b>Total:</b>	<b>\$0</b>	<b>#REF!</b>
<b>Per Unit:</b>	<b>\$0</b>	
		<b>Total:</b>
		<b>\$95,000</b>
<b>Total:</b>	<b>\$0</b>	<b>#REF!</b>
<b>Per Unit:</b>	<b>\$0</b>	
<b>Year 5 Grand Total:</b>	<b>#REF!</b>	

--

# ABC Apartments

1000 Ave., Phoenix Apartments

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## Occupancy Data

Occupancy Rate: %

Vacant Units: #

Vacant Units Leased: #

## Financial Summary

	April Actual	April Budget	Variance	YTD Actual	Total Actual + Budget
<b>Total Revenue</b>					
<b>Total Expenses</b>					
<b>Net Income</b>					

## Unit Mix

Studio	
1bdrm 1 bath	
2bdrm 1 bath	
2bdrm 2 bath	
<b>Total</b>	

NOTES – Budget runs July 2020 to June 2021

**\*\* Note: Simplified Financial Report to be submitted in Excel Spreadsheet \*\***

Updated Response due MM/DD/YYYY

[Redacted]

**PIC Late RE-EXAMS**

Resident Name  
Resident Name  
Resident Name  
Resident Name

**EIV Deceased**

**Head Of Household Name**

[Redacted]

**EIV Identity Ver**

**HOH Name**

[Redacted]

**EIV Multiple Subsidy**

**Member Name**

[Redacted]

**EIV New Hires - NOTE SOME MAY N**

**HOH First Name**

[Redacted]

**Immigration Report - NOTE SOME**

**HOH Name:**

[Redacted]

**EIV Income Discrepancy (using HUI**

**Effective Date**

[Redacted]

[Redacted]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

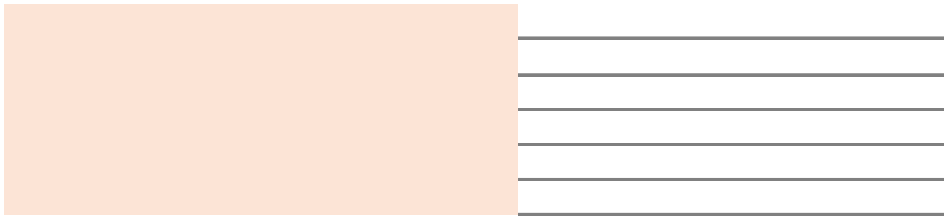


Exhibit I

**As of DATE EIV/PIC ERROR REPORT TRACKING**

Highlighted Yellow carried over from last or prior m

**Property Name**

**Date of Last Annual Examination**

**Single Member Household (Y/N)**

**Project:**

**Property**

**Member Name**

**HOH Name**

**PIH Project Code/MF Project Number**

**NOT DROP OFF REPORT**

**HOH Last Name**

**Member Name**

**MAY NOT DROP OFF REPORT**

**Project:**

**Member Name:**

**D's new IV Tool) \*NOTE THIS REPORT REFLECTS ALL PAST AND CURRENT DEFICIENCIES- SOM**

**HOH First Name**

**HOH Last Name**

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Months

Last PIC Action

Months Since Last Annual Examination

Deceased Household Member's Name

Deceased Household Member's Date of Death

Date Death Info

Failed EIV Pre- Screening Description/SSA Failed Verification Description

Project

Unit Code

Description

***DO NOT FALL OFF- WE ARE PULLING***

Development Name

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**Information Was Received by EIV**

**Public Housing Occupancy**

City of Phoenix

Exhibit J

**Enter Effective Date**

7/27/24

AMP Number	Total Units	Vacant Units Includes MOD units	Number of waitlist pulls	EOPs entered in PIC	Expected move-ins by the end of the week	Total Occupied Units	Occupancy Rate %	Number of Occupied Units needed to reach 98%
AZ001000003	616					616	100.00	603.68
AZ001000005	108					108	100.00	105.84
AZ001000006	112					112	100.00	109.76
AZ001000007	156					156	100.00	152.88
AZ001000008	304					304	100.00	297.92
AZ001000016	99					99	100.00	97.02
AZ001000017	100					100	100.00	98
AZ001000018	68					68	100.00	66.64
AZ001000019	43					43	100.00	42.14
AZ001000021	42					42	100.00	41.16
AZ001000022	281					277	98.58	275.38
AZ001000023	60					60	100.00	58.8
AZ021000024	50					50	100.00	49
AZ001000025	36					36	100.00	35.28
AZ001000026	34					34	100.00	33.32
<b>PHA Total</b>	<b>2,109</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2105</b>	<b>99.81</b>	<b>2066.82</b>

The number units in modernization:

The reason each vacant unit is over 30 days vacant:

**Days**

**Unit #      Vacant:      Reason:**

**AMP and Site Name**

213      35 Sending out 50 recruitments letters 06.28.2021 deadline 7-9-2021

**AMP and Site Name**

201      47 Sending out 50 recruitments letters 06.28.2021 deadline 7-9-2021 process app.M. Galindo Pending asset verification and Marriage license. Pending  
 220      29 Recruitment deadline 7/9/2021- processing app; A. Perez pending VOE. New Applicant R. Sherpads



ing  
g

FY 2020/2021

Exhibit K

Week Ending 08/03/24

Property	Total Units	Starting Vacant	Move Ins	Move Outs	Units On-Line	Ending Vacant	Vacancy Rate	Ready	Not Ready	Projected Move Ins	Projected Move Outs
<b>Management Company A</b>	<b>461</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>461</b>	<b>28</b>	<b>6.07%</b>	<b>19</b>	<b>9</b>	<b>0</b>	<b>0</b>
Property Name and AMP #	281	17	0	0	281	17	6.05%	11	6	0	0
Property Name and AMP #	60	3	0	0	60	3	5.00%	1	2	0	0
Property Name and AMP #	50	5	0	0	50	5	10.00%	5	0	0	0
Property Name and AMP #	36	1	0	0	36	1	2.78%	1	0	0	0
Property Name and AMP #	34	2	0	0	34	2	5.88%	1	1	0	0
<b>Management Company B</b>	<b>352</b>	<b>8</b>	<b>0</b>	<b>2</b>	<b>352</b>	<b>10</b>	<b>2.84%</b>	<b>2</b>	<b>8</b>	<b>1</b>	<b>1</b>
Property Name and AMP #	99	4	0	0	99	4	4.04%	2	2	0	0
Property Name and AMP #	100	0	0	1	100	1	1.00%	0	1	1	1
Property Name and AMP #	68	1	0	0	68	1	1.47%	0	1	0	0
Property Name and AMP #	43	2	0	0	43	2	4.65%	0	2	0	0
Property Name and AMP #	42	1	0	1	42	2	4.76%	0	2	0	0

# Exhibit L

## Property Mgmt Co NAME Capital Projects Tracking Report - Budget Year YYYY-YYYY

Property Name	Bidding Begins In the Month Of	Project Type	Bid Package Status	COP Approved	Project Start (Date)	Project Complete (Date)	PCD to COP (Date)	Funds Received	Budgeted Project Cost	Actual Project Cost	General Pool Funds
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**Active Projects**

**Completed by August 2020**

Property Name	July	Bid Project Name									\$0
Property Name	July	Bid Project Name									\$0

**Upcoming Projects**

**Completed by September 2020**

Property Name	August	Bid Project Name									\$0
Property Name	August	Bid Project Name									\$0
Property Name	August	Bid Project Name									\$0

**Completed by October 2020**

Property Name	September	Bid Project Name									\$0
---------------	-----------	------------------	--	--	--	--	--	--	--	--	-----

**Completed by November 2020**

Property Name	October	Bid Project Name									\$0
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**Completed by December 2020**

Property Name	November	Bid Project Name									\$0
Property Name	November	Bid Project Name									\$0
Property Name	November	Bid Project Name									\$0

**Completed by January 2020**

Property Name	December	Bid Project Name									\$0
Property Name	December	Bid Project Name									\$0
Property Name	December	Bid Project Name									\$0

**Completed by March 2020**

--	--	--	--	--	--	--	--	--	--	--	--

Property Name	Bidding Begins In the Month Of	Project Type	Bid Package Status	COP Approved	Project Start (Date)	Project Complete (Date)	PCD to COP (Date)	Funds Received	Budgeted Project Cost	Actual Project Cost	General Pool Funds
Property Name	February	Replace Signage									\$0
Property Name	February	Bid Project Name									\$0
Property Name	February	Bid Project Name									\$0

<b>Roll Over Projects (from prior CAP year)</b>											
Property Name		Bid Project Name									\$0
											\$0
											\$0

<b>Pool Funded Projects</b>											
											\$0
											\$0
											\$0

<b>Original Totals:</b>	\$0	\$0	\$0
<b>Rollover Project Totals:</b>	\$0.00	\$0.00	\$0
<b>Pool Funded Projects :</b>	\$0.00	\$0.00	\$0
<b>Remaining Pool Funds</b>			

City Portfolio Total	\$0
City Rollover Portfolio Total	\$0
<b>2020-2021 Combined Projects Total</b>	<b>#REF!</b>

Exhibit M

RELOCATION Hold for COP

Affordable Unit Vacancies	1-Bed on Hold	1-Bed NTV	Matched	Moved-in	2-Bed on Hold	2-Bed NTV	Matched	Moved-in	3-Bed on Hold	3-Bed NTV	Matched	Moved-in	4-Bed on Hold	4-Bed NTV	Matched	Moved-in	5-Bed on Hold	5-Bed NTV	Matched	Moved-in	Total Units Held	
Property Name																0	0	0	0	0	0	0
Property Name																						0
Property Name																						0
Property Name																						0
Property Name																						0
Property Name																						0
Property Name																						0
Property Name																						0
Property Name																						0
<b>Total Affordable</b>	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	0	<b>0</b>
	need 20				need 20 total				Need 10													

PH Unit Vacancies	1-Bed on Hold	1-Bed NTV	Matched	Moved-in	2-Bed on Hold	2-Bed NTV	Matched	Moved-in	3-Bed on Hold	3-Bed NTV	Matched	Moved-in	4-Bed on Hold	4-Bed NTV	Matched	Moved-in	5-Bed on Hold	5-Bed NTV	Matched	Moved-in	Total Units Held	
Property Name																0	0	0	0	0	0	0
Property Name																0	0	0	0	0	0	0
Property Name																0	0	0	0	0	0	0
<b>Total PH</b>	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	0	<b>0</b>

SEC 8 Unit Vacancies	1-Bed on Hold	1-Bed NTV	Matched	Moved-in	2-Bed on Hold	2-Bed NTV	Matched	Moved-in	3-Bed on Hold	3-Bed NTV	Matched	Moved-in	4-Bed on Hold	4-Bed NTV	Matched	Moved-in	5-Bed on Hold	5-Bed NTV	Matched	Moved-in	Total Units Held	
Property Name																				0	0	0
Property Name																						0
Property Name																				0	0	0
<b>Total Section 8</b>	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	0	<b>0</b>

Senior Sites Hold for Relocation

Senior Unit Vacancies	1-Bed on Hold	1-Bed NTV	Matched	Moved-in	2-Bed on Hold	2-Bed NTV	Matched	Moved-in	3-Bed on Hold	3-Bed NTV	Matched	Moved-in	4-Bed on Hold	4-Bed NTV	Matched	Moved-in	5-Bed on Hold	5-Bed NTV	Matched	Moved-in	Total Units Held	
Property Name																						0
Property Name																						0
Property Name																						0
Property Name																						0
Property Name																						0
Property Name																						0
Property Name	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Total Senior</b>	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	<b>0</b>	0	0	0	0	<b>0</b>



**Property Name**

BDRM Size	EAST Unit	Name	UNIT ASSIGNED	Upstairs/ Downstairs	ADA Certified	Income Restriction	Site application filled out received	D&M application STATUS	Is the unit Section 8 or PH	HQS Inspection Date	Inspection sent to Quadel	HQS Inspection Status	Re-inspection Status if applicable	Date lease (addendum) signed and move in (keys received)	Date unit inspection and Lease sent to Relo	Notes
	#	Sample Sample	###		Yes/ No	30/40/60	MM/DD/YYYY	Approved or?	Sec 8 or PH	MM/DD/YYYY	MM/DD/YYYY	pass / fail	pass / fail	MM/DD/YYYY	MM/DD/YYYY	
1bed flat																
1bed flat																
3bed flat																

Site Address  
 Manager: Name and Site Contact info

\* Note: Keep all this information on this report. AFTER they MI we just strike the font through to reflect it is complete and Moved in but we keep the data.

**Property Name**

BDRM Size	EAST Unit	Name	UNIT ASSIGNED	Upstairs/ Downstairs	ADA Certified	Income Restriction	Site application filled out received	D&M application STATUS	Is the unit Section 8 or PH	HQS Inspection Date	Inspection sent to Quadel	HQS Inspection Status	Re-inspection Status if applicable	Date lease (addendum) signed and move in (keys received)	Date unit inspection and Lease sent to Relo	Notes
	#	Sample Sample	###		Yes/ No	30/40/60	MM/DD/YYYY	Approved or?	Sec 8 or PH	MM/DD/YYYY	MM/DD/YYYY	pass / fail	pass / fail	MM/DD/YYYY	MM/DD/YYYY	
1bed flat																
1bed flat																
3bed flat																

Site Address  
 Manager: Name and Site Contact info

\* Note: Keep all this information on this report. AFTER they MI we just strike the font through to reflect it is complete and Moved in but we keep the data.

**EXHIBIT N – INSPECTION SCORE**  
**Affordable Housing File Inspection Checklist**

Instructions – Perform the steps on this check sheet and mark “yes”, “no” or N/A’. When exceptions are identified, provide additional comments in the space provided. Deduct an additional 10 points for exceptions that are health and safety related, findings that are particularly egregious and repeat findings. Health and Safety findings require follow-up. Total possible score is 150 points. Score may be a negative number depending on additional points deducted.

Pine Crest Apartments	
Date	
Reviewer (print)	
Reviewer (sign)	
Property Manager (print)	
Property Manager (sign)	
Files audited (8 files or 30%)	
Unit #'s of files audited	

	Item	Yes	No	N/A	Follow - up	Points
1	Site Waiting List is categorized by bedroom size and date and time of application.					2
2	Last move in was assigned based on the Wait List					5
3	Pre-Applications are date and time stamped					2
4	Number of Pre-Applications reviewed					n/a
5	Air Filter Log is complete, signed and indicates filters have been changed regularly (9 times a yr. min.)					5
6	Smoke Detector Log is complete, signed and indicates smoke detectors have been tested regularly (9 times a yr. min.,).					FAIL
7	Proof of elevator maintenance (if applicable)					10
8	Staff maintains a professional appearance including a name tag					4

	Item	Yes	No	N/A	Follow - up	Points
9	Rent amounts from lease reconcile to the yearly rent schedule					FAIL
10	Rental Application					10
11	Tenant Income Certification (TIC)					10
12	Identity affidavit					10
13	Proof of identity (driver's license, birth certificate, passport, etc.)					10
14	Income verification form					10
15	Asset qualification worksheet					10
16	Proof of income (3 check stubs, social security letter, third party verification)					10
17	Bank statements					2
18	Credit report					5
19	Sex offender search					FAIL
20	Lead-based paint addendum (if applicable)					1
21	Drug-free addendum					1
21	Crime free addendum					1
22	Mold & mildew addendum					1

**EXHIBIT O – INSPECTION SCORE**  
**Affordable Housing Physical Inspection Checklist**

Instructions – Perform the steps on this check sheet and mark “yes”, “no” or N/A’. When exceptions are identified, provide additional comments in the space provided. Deduct an additional 10 points for exceptions that are health and safety related, findings that are particularly egregious and repeat findings. Health and Safety findings require follow-up. Total possible score is 150 points. Score may be a negative number depending on additional points deducted.

Pine Crest Apartments	
Date	
Reviewer (print)	
Reviewer (sign)	
Maintenance (print)	
Maintenance (sign)	

	Item	Yes	No	N/A	Follow-up	Points
1	Maintenance staff maintains a professional appearance (Name Tag & clean company shirt)					4
2	Condition of rental office & bathrooms is well kept, vending machines are stocked, elevators, laundry rooms and maintenance shop are clean and in good working order					5
3	Material Safety Data Sheets (MSDS) are available and that binders are complete.					5
4	Documentation of current required OSHA training for staff					5
5	Eye wash/washout is unobstructed and eye wash stations are located in all areas where chemicals are stored, and solutions have not expired.					10
6	Maintenance shop inventory including portable HVAC units are adequate for operations. Amount of stock on hand is adequate based on the stock required for the property. Inventory List reconciles to amount of inventory on shelves.					10
7	Management is responding to work order requests timely based on average days from Work Order Reports.					10

	Item	Yes	No	N/A	Follow-up	Points
8	CAP projects are under way and CAP projects that have been proposed appear to be needed.					10
9	Property has adequate curb appeal and grounds are well maintained					10
10	Mechanical equipment to ensure they are functioning properly					4
11	Daily pool log indicates daily maintenance is performed					5
12	Pools appear to be clear, free of cracks, and there are no tripping hazards on pool deck. Pool gate lock – if not functioning, FAIL					10
13	Sprinkler and alarm system heads are functional. There is no standing or pooled water					5
14	Sidewalks and balconies are free of trip hazards					10
15	Door numbers, property signs and mailboxes are legible and free of damage					3
16	Units have screens and windows open					4
17	Fire equipment inspections have been performed					10
18	Walls, soffits, awnings, fences, exterior lights and fixtures are in good working order					4
19	Building does not have water damage and structures appear to be in good working order					4
20	Parking areas lighting is functional, parking lot surfaces are sealed, no potholes & no oil spills					5
21	ADA parking spaces are free of tripping hazards and have proper signage.					5
21	Trash containers are clean, free of obstruction and are kept closed					6



# BID Package Approval Request

Management Company: \_\_\_\_\_

CAPS or Operating: \_\_\_\_\_

Date: \_\_\_\_\_

Community Name: \_\_\_\_\_

Project Description: \_\_\_\_\_

**Bids Received:**

- Vendor #1            \$X,XXX
- Vendor #1            \$X,XXX
- Vendor #2            \$X,XXX

**Recommendation:** Proceed with XXXXX due to.....

**Notes:**

\_\_\_\_\_  
COP Recommendation Approved by                      Date



## Exhibit Q

### Bid Approval Request

All Bid Request must be emailed as a Bid Package

Must include 3 bids

Must include a Bid Cover Sheet

Must include a Bid Comparison Sheet

Email must include:

- Snap shot of the properties current financial status (current budget)
- Snap shot of last sealed OR Financials (must include all TOTAL GL's NI GL and specific GL)
- A written summary analysis of the above snap shots, in addition to listing the Budget Amount vs Actual Amount = Difference
- Recommendation and its financial impact to also include YTD forecast

Sample of Snap Shots:

		Sample Property						
		<b>Budget Comparison</b>						
		Period = April 2021						
		Book = Accrual ; Tree = dm_js						
		PTD Actual	PTD Budget	Variance	YTD Actual	YTD Budget	Variance	Annual
	<b>TOTAL RENTAL INCOME</b>	<b>58,808.13</b>	<b>53,377.00</b>	<b>5,431.13</b>	<b>591,120.39</b>	<b>529,945.00</b>	<b>61,175.39</b>	<b>636,954.00</b>
	<b>TOTAL OTHER INCOME</b>	<b>610.03</b>	<b>1,141.66</b>	<b>-531.63</b>	<b>17,271.91</b>	<b>11,416.60</b>	<b>5,855.31</b>	<b>13,699.92</b>
	<b>TOTAL REVENUE</b>	<b>59,418.16</b>	<b>54,518.66</b>	<b>4,899.50</b>	<b>608,392.30</b>	<b>541,361.60</b>	<b>67,030.70</b>	<b>650,653.92</b>
	<b>TOTAL PAYROLL</b>	<b>8,458.73</b>	<b>8,916.51</b>	<b>457.78</b>	<b>99,532.59</b>	<b>97,889.90</b>	<b>-1,642.69</b>	<b>115,722.92</b>
	<b>TOTAL G &amp; A EXPENSE</b>	<b>4,097.46</b>	<b>3,661.16</b>	<b>-436.30</b>	<b>42,435.80</b>	<b>36,439.50</b>	<b>-5,996.30</b>	<b>43,773.30</b>
	<b>TOTAL ADVERTISING &amp; MARKETING</b>	<b>55.39</b>	<b>134.33</b>	<b>78.94</b>	<b>967.54</b>	<b>1,343.30</b>	<b>375.76</b>	<b>1,611.96</b>
	<b>TOTAL UTILITIES</b>	<b>10,902.77</b>	<b>10,820.90</b>	<b>-81.87</b>	<b>150,805.73</b>	<b>144,927.48</b>	<b>-5,878.25</b>	<b>182,429.54</b>
	<b>TOTAL TAXES &amp; INSURANCE</b>	<b>1,839.16</b>	<b>1,500.00</b>	<b>-339.16</b>	<b>15,016.78</b>	<b>15,000.00</b>	<b>-16.78</b>	<b>18,000.00</b>
	<b>TOTAL REPAIRS &amp; MAINTENANCE</b>	<b>5,505.95</b>	<b>5,708.32</b>	<b>202.37</b>	<b>53,558.23</b>	<b>57,083.20</b>	<b>3,524.97</b>	<b>68,499.84</b>
	<b>TOTAL OPERATING EXPENSES</b>	<b>30,859.46</b>	<b>30,741.22</b>	<b>-118.24</b>	<b>362,316.67</b>	<b>352,683.38</b>	<b>-9,633.29</b>	<b>430,037.56</b>
	<b>NET OPERATING INCOME</b>	<b>28,558.70</b>	<b>23,777.44</b>	<b>4,781.26</b>	<b>246,075.63</b>	<b>188,678.22</b>	<b>57,397.41</b>	<b>220,616.36</b>
	<b>REPLACEMENT EXPENSES</b>							
7339-0000	Replacement - Plumbing	570.20	666.67	96.47	8,890.26	6,666.70	-2,223.56	8,000.04
	<b>TOTAL REPLACEMENT EXPENSES</b>	<b>1,086.05</b>	<b>2,333.34</b>	<b>1,247.29</b>	<b>31,995.69</b>	<b>23,333.40</b>	<b>-8,662.29</b>	<b>28,000.08</b>
	<b>NET INCOME</b>	<b>27,472.65</b>	<b>21,444.10</b>	<b>6,028.55</b>	<b>214,079.94</b>	<b>165,344.82</b>	<b>48,735.12</b>	<b>192,616.28</b>

# Exhibit R

## Sample Property - Bid Project Name

Business Name	Project Cost	<i>Design &amp; approve Engineering Plans with City.</i>	<i>4 pack meter replacement with bonding &amp; grounding.</i>	<i>Underground feeder assembly.</i>													
Vendor Name #1	\$9,655.00	x	x														
Vendor Name #2	\$17,800.00			x													
Vendor Name #3	\$10,459.39	x	x														

Description Key	
Included Service	*
Not Specified	NS

	Vendor Name #1	Vendor Name #2	Vendor Name #3
<b>Additional Bid Request Specifics</b>	Does not include any unforeseen circumstances		Excludes drywall, stucco, paint & any unforeseen prior electrical damage.



## City of Phoenix

**To:** All Property Management Companies

**Date:** December 13, 2022

**From:** Wendell Hill  
Deputy Director – Asset Management

**Subject:** RENT INCREASE POLICY FOR AFFORDABLE PROPERTIES

The City of Phoenix is authorizing a new rent increase policy effective January 1, 2023. Beginning in January 2023, all affordable housing residents currently earning 80% or less than the Area Median Income (AMI), as defined on the attached HUD Income Limits, will receive a rent increase of 7% upon annual recertification. All affordable housing residents currently earning more than 80% of AMI will receive a 10% increase upon annual certification. All new applicants or new leases will need to qualify at no more than 80% of AMI adjusted by family size with corresponding rent levels. Residents currently earning more than the 80% maximum will remain in place; no residents will be displaced due to the new requirement. All new applicants or new leases must income qualify at 1.5x current rent levels. This rent increase policy does not apply to Low Income Housing Tax Credits (LIHTC) properties/units or Public Housing (PH) units. The 2018 Rent Tier Structure will be discontinued in place; new units rented will not need to comply with tiers.

### Affordable Properties Affected by the Rent Increase Proposal

Ambassador West  
Desert Meadows  
La Cascada 1  
\*Paradise Village  
\*Sahuaro West  
Yale Court  
\*Summit Apartments

Camelback Properties  
\*Foothills Court  
La Cascada II  
Red Mountain Springs  
Sand Dollar  
\*\*Park Lee Apartments  
\*Pine Crest Apartments

Cypress Manor  
Foothills on the Preserve  
Paradise Greens  
Reflections on Portland  
\*Windrose Villas  
\*\*Santa Fe Springs  
\*Ladera Del Norte

\*Rent increases will be applied as stated above but current deed restrictions dictate qualifying income levels.

\*\*Rent increases will be applied as stated above but current Land Use Restrictions dictate qualifying income levels.

The City of Phoenix reserves its rights to adjust rent levels and or income levels from time to time depending upon economic circumstances and needs of the community and will communicate those changes accordingly.