



REQUEST FOR PROPOSAL  
RFP FY24 086-02 (DRW)  
COMMUNITY PLANNING CONSULTING SERVICES,  
MARCOS DE NIZA

City of Phoenix  
Housing Department  
251 W. Washington  
Phoenix, AZ 85003

RELEASE DATE: August 24, 2023  
DEADLINE FOR QUESTIONS: September 7, 2023  
RESPONSE DEADLINE: September 15, 2023, 3:00 pm

City of Phoenix  
REQUEST FOR PROPOSAL  
RFP FY24 086-02 (DRW)  
Marcos de Niza, Community Planning Consulting Services

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**ATTACHMENTS:**

A - SUBMITTALS – QUESTIONNAIRE

B - SUBMITTALS - FIXED FIRM BID PRICE SCHEDULE OFFERED

C - SUBMITTALS - REFERENCES REV 2-2023

D - SUBMITTALS - CONFLICT OF INTEREST AND TRANSPARENCY REV 2-2023

E - SUBMITTALS - DEBARMENT & EXCLUSION REV 2-2023

F - SUBMITTALS - OFFER PAGE REV 3-2023

G - ACCEPTANCE FORM 2023 REV 2-2023

# 1. INTRODUCTION

## 1.1. Summary

The City of Phoenix ("City") seeks to contract with a consulting firm to provide planning and coordination services in connection with the development of a neighborhood revitalization plan, the preparation of a Choice Neighborhoods Planning Grant application (should the City elect to apply), and the application of a future Choice Neighborhoods Implementation Grant. The selected Proposer will be required to provide ongoing technical assistance throughout each Choice Neighborhoods grant initiative.

Entities responding to this Request for Proposal ("RFP" or "Solicitation") must have experience working with the Choice Neighborhoods Program, must be able to work closely with Housing Department staff, and must have sufficiently experienced staff to coordinate a community planning process (including development of a neighborhood revitalization plan), to assist in Choice Neighborhoods grant applications (as elected by the City), and to provide ongoing technical assistance.

## 1.2. Background

The City expects to have planning and application preparation processes proceed as expeditiously as possible to meet application deadlines for an anticipated 2024 Choice Neighborhoods Planning grant and 2025 or 2026 Choice Neighborhoods Implementation Grant submittal. The City intends to serve as Lead Applicant in the Choice Neighborhoods grant application.

## 1.3. Contact Information

### **David Wisniewski**

Housing Manager - Contracts and Procurement (Procurement Officer)

251 W. Washington

Phoenix, AZ 85003

Email: [david.wisniewski@phoenix.gov](mailto:david.wisniewski@phoenix.gov)

Phone: [\(602\) 261-8619](tel:(602)261-8619)

**Department:** Housing

## 1.4. Timeline

### **Schedule of Events**

The City reserves the right to change dates, times, and locations, as necessary.

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>	August 24, 2023
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<b>Pre-Offer Conference (Non-Mandatory)</b>	<p>September 5, 2023, 9:00am</p> <p>Join information Meeting link below:</p> <p><a href="https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=md794ac42f6dffdcbcb329ddd94438b8">https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=md794ac42f6dffdcbcb329ddd94438b8</a> <a href="https://cityofphoenix.webex.com">[cityofphoenix.webex.com]</a></p> <p>Meeting number: 2631 399 0292 Password: MDNPlanning</p> <p>Join by phone +1-415-655-0001 US Toll Access code: 2631 399 0292</p>
<b>Written Inquiries Due Date</b>	September 7, 2023, 3:00pm
<b>Offer Due Date</b>	September 15, 2023, 3:00pm

## **2. INSTRUCTIONS**

### **2.1. Description – Statement of Need**

The City invites sealed offers for technical assistance in support of the Community Planning Effort for Marcos de Niza Community commencing on or about November 20, 2023, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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 is not registered.

### **2.3. Preparation of Offer**

All forms provided in the 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.

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 be unclear 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 any conflicts, errors, ambiguities, or discrepancies that Offeror 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 RFP. 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. 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, as outlined in this Section.

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

## 2.8. Addenda

The City will not be responsible for any oral instructions made by any employees or officers of the City 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 the following way:

- A. Submitted via e-mail to david.wisiewski@phoenix.gov and the following information should be noted in the body of the e-mail:
  1. Offeror's Name (Legal Entity)
  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 (via email to david.wisniewski@phoenix.gov) by September 8, 2023. The email addresses provided will receive a secure link and the deadline to submit your firm's proposal will remain the same (September 15, 2023 at 3:00pm). The email request must contain the email addresses (maximum 3) that you would like the upload link sent to and contain:

- A. Offeror's Name (Legal Entity)
- B. Offeror's Address (as shown on the Certification Page)
- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date

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 business 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. 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.

### 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. 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.

## 2.16. 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 Revised Statutes, until the resulting contract(s) are awarded; 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.

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

## **2.17. 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.

## 2.18. 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 law. If an Offeror believes that a specific section of its Offer is confidential, the Offeror shall 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.

## 2.19. 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.

## 2.20. 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 an Offer, 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 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.

## 2.21. 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.

## **2.22. Equal Low Offer**

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

## **2.23. 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.

## **2.24. 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.

## **2.25. Offers Not Within the Competitive Range**

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

## **2.26. 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.

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. However, 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.

## 2.27. 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.

## 2.28. Evaluation Criteria

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible Offeror(s) whose Offer 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.

Experience and Qualifications (Attachment A) 0-450 Points,  
Method of Approach (Attachment A) 0-300 Points,  
Schedule (Attachment A) 0-150 Points,  
Pricing (Attachment B) 0-100 Points,  
**Total Points 1000 Points**

### 3. SCOPE OF WORK

#### 3.1. Background

The U.S. Department of Housing and Urban Development's ("HUD") Choice Neighborhoods Program supports locally driven strategies to revitalize struggling neighborhoods that have distressed public or HUD-assisted housing. Local leaders, residents, and stakeholders come together to create and implement a plan to revitalize public and/or assisted housing and to catalyze critical improvements in the surrounding neighborhood.

The Choice Neighborhoods program is focused on three core goals:

**Housing:** Transform distressed public and assisted housing into energy efficient, mixed-income housing that is physically and financially viable over the long term;

**People:** Support positive outcomes for families who live in the target developments and the surrounding neighborhood, particularly outcomes related to residents' education, health and recreation, safety, employment, and mobility; and

**Neighborhood:** Transform distressed, high-poverty neighborhoods into viable, mixed-income neighborhoods with access to well-functioning services, high quality public schools and education programs, high quality early learning programs and services, public assets, public transportation, and improved access to jobs.

#### Target Area

Marcos de Niza Apartment Community, located at 305 W. Pima Rd., has a total of 374 units in 124 buildings on 30.5 acres. It was originally constructed in 1942 and underwent renovation in 2012-2013. Marcos de Niza is located in Phoenix City Council District 8. It is close to many family-oriented amenities: Harmon Park, Harmon Library, a hospital, a senior center and along the new South Central light rail line. Lowell Elementary School is immediately adjacent to the community.

#### 3.2. Objectives

The selected Offeror will be responsible for successfully completing all tasks and activities to develop a comprehensive neighborhood revitalization plan, or Transformation Plan, for Marcos de Niza and the surrounding neighborhood.

Should the City elect to apply for a HUD Choice Neighborhoods Planning and/or Implementation Grant, the selected Offeror will be responsible for successfully completing all tasks and activities to fulfill all grant and grant application requirements,

including the development of the comprehensive Transformation Plan. All activities are subject to the City's approval.

### 3.3. Statement of Work

Selected Proposer(s) are required to provide planning and coordination services in connection with development of a neighborhood revitalization plan, preparation of a Choice Neighborhoods Planning Grant application (should the City elect to apply), and the application of a future Choice Neighborhoods Implementation Grant and are required to provide ongoing technical assistance throughout each Choice Neighborhoods grant initiative. The City expects to have planning and application preparation processes proceed as expeditiously as possible to meet application deadlines for an anticipated 2024 Choice Neighborhoods Planning Grant and 2025 or 2026 Choice Neighborhoods Implementation Grant submittal. The City intends to serve as Lead Applicant in the Choice Neighborhoods grant application.

Entities responding to this RFP must have experience working with the Choice Neighborhoods Program, must be able to work closely with Housing Department staff, and have sufficiently experienced staff to coordinate a community planning process to develop a neighborhood revitalization plan, to assist in Choice Neighborhoods grant applications (as elected by the City), and to provide ongoing technical assistance. Evaluation criteria for this RFP include: 1) Experience and Qualifications; 2) Method of Approach, 3) Schedule, and 4) Pricing. **The City reserves the right to modify, add or revise the Scope of Work as needed to be in compliance with program requirements and ensure the success of the Choice Neighborhoods Program initiatives.**

Expected responsibilities of the selected Offeror(s) include, but are not limited to, the following:

#### **Choice Neighborhoods Planning Grant Application (should the City elect to apply):**

The selected Offeror(s) will be responsible for successfully completing all of the tasks and activities in order to fulfill all grant and grant application requirements. Expected responsibilities of the selected Offeror(s) include but are not limited to the following with all activities subject to the City's approval:

##### *Task 1: Apply for Choice Neighborhoods Planning Grant*

- A. The selected Offeror is required to be the primary lead in the preparation of Choice Neighborhoods Planning Grant application(s) in response to the HUD Notice of Funding Opportunity ("NOFO"), meeting all NOFO threshold, rating factor and/or criteria requirements; deadlines; layout; and page counts to submit



- a successful application. City staff and various advisors will provide assistance and direction.
- B. The selected Offeror will work with the City to determine the most suitable boundaries for the targeted neighborhood.
  - C. The selected Offeror will be required to complete all narrative exhibits, attachments, documentation and required forms to submit a successful application.
  - D. The selected Offeror will be responsible for completing any corrections to deficient applications during HUD's designated cure period.
  - E. The selected Offeror is expected to participate and provide technical assistance in the development and implementation of an ongoing resident involvement process with regularly scheduled meetings with the City, local leaders, residents, stakeholders and community at large. Affected public housing residents must be involved continuously from the beginning of the process through the implementation and management of the grant, if awarded.
  - F. If the application is not successful in the first round, additional application submissions may be necessary.

### **Community Planning Coordination and Technical Assistance**

Expected responsibilities of the selected Offeror(s) include but are not limited to the following with all activities subject to the City's approval:

#### *Task 1 – Identify and Assess Existing Conditions*

- A. Work with the City to determine the most suitable boundaries for the targeted neighborhood.
- B. Ensure goals set forth in existing community plans are incorporated into the planning efforts, including but not limited to the Central City South Quality of Life Plan, Rio Reimagined, South Central TOD Community Plan, etc.
- C. Collect and review data of existing conditions including demographics, geography, history, historic resources, economic development opportunities, commercial market, existing housing market, land use, zoning, property values, traffic studies, housing conditions, neighborhood assets, infrastructure, number of units, etc.
- D. Coordinate with an independent, third-party professional to conduct a formal market assessment of the target neighborhood.
- E. Coordinate with third party professionals and/or City staff to conduct other formal and informal assessments to identify and assess existing conditions.

### *Task 2 – Identify Issues and Needs*

- A. Develop and oversee the data collection process in various areas, such as education, employment, healthcare, mobility/transportation, access to technology, job skill training, etc. surveys. Data will be collected through surveys, studies, stakeholder interviews, forums, questionnaires and workshops.
- B. Oversee comprehensive household-level needs assessments of public housing residents in the target development(s) and neighborhood-level stakeholder needs assessments to utilize in the development of the Transformation Plan.
- C. Assist with identifying and obtaining capacity building programs and trainings for residents and key stakeholders.
- D. Conduct neighborhood and business surveys to determine community needs.
- E. Analyze crime data and identify public safety concerns.
- F. Identify community groups that are working within the target area, including resident groups, Block Watch groups, business alliances, etc.

### *Task 3 – Stakeholder Engagement*

- A. Assist the City in conducting a comprehensive community engagement process including preparing agendas, materials and exhibits and documenting resident and community input.
- B. Develop meeting structure and provide lead facilitation for meetings in connection with planning efforts. Identify incentives for resident engagement and create a budget for covering these expenses.
- C. Ensure meaningful resident, community and stakeholder participation throughout the development of the Transformation Plan, including public meetings, websites, forums, charrettes and other communication in sufficient time for them to review, react and make informed decisions. Communication and activities should prioritize ways to engage all members of the community, including low-income individuals and families, limited English speakers, persons with disabilities and the elderly.
- D. Work with public and private agencies, organizations and individuals to develop the Transformation Plan including a governance strategy that will provide long-term accountability and secure commitments to collaborate long-term.
- E. Develop, monitor, review, and provide support to the steering committee and resident teams throughout the planning process.
- F. Advise on schedule and work of steering committee and resident teams to ensure timely execution and content appropriateness.

- G. Develop partnerships with necessary agencies and organizations to implement identified strategies.

#### *Task 4 – Develop Strategies and Plans (Housing, People, Neighborhoods)*

- A. Develop strategies and plans by analyzing the data collected during earlier phases to develop short- and long-term planning and implementation strategies including recommendations, partners, resources, and schedules.
- B. Develop a plan for implementation that has broad community support, and incorporates effective strategies to achieve Housing, People and Neighborhood goals.
- C. Develop a viable financing plan to implement each component including gathering and leveraging the resources needed to support the financial sustainability of the Transformation Plan.

##### Housing

- A. Develop different options for redevelopment of the target area public housing site that result in a minimum one-for-one public housing replacement.
- B. Conduct site planning and/or conceptual architectural design work including accessible design.
- C. Assess feasibility, costs, and neighborhood impact of the different options for redevelopment of public housing site(s) that result in a minimum one-for-one public housing replacement.
- D. Incorporate sustainable development practices, address key Livability Principles as required by HUD, and maximize energy efficiency and green building practices in the Transformation Plan.
- E. Develop a viable financing plan that accounts for volatility in the market, including supply chain issues, fluctuating construction costs, etc., to implement the Housing component including options which are not dependent on receiving a Choice Neighborhoods Implementation Grant.

##### People

- A. Develop a sustainable plan for supportive services, including education, economic development, job training, self-sufficiency, fair housing counseling and asset building activities for families.
- B. Develop a plan for improving access to high quality education programs and improved academic and developmental outcomes for neighborhood youth.

- C. Develop partnerships with necessary agencies and organizations and develop a viable financing plan to implement the People component.
- D. Work with the City to devise a relocation strategy for residents that need to be temporarily displaced during the redevelopment of the public housing site(s).
- E. Develop a tracking system to monitor and track all data related to the People goals, including ensuring all relocated residents who choose not to return to the redeveloped housing have moved to diverse socio-economic neighborhoods where their quality of life is improved.

#### Neighborhood

- A. Work with the City to determine any historic preservation and/or archaeology impacts.
- B. Plan for neighborhood level improvements across the range of neighborhood assets.
- C. Develop detailed conceptual neighborhood plans, renderings and graphics including landscape plans that highlights walkways, paths, parks and other pedestrian friendly open space uses.
- D. Develop a sustainable pedestrian-oriented vision for the neighborhood, that contributes to walkability/bikeability/alternative transportation, increased shade canopy, reduced Urban Heat Island (UHI) effects, and improved safety, etc.
- E. Develop strategies that respond to public safety concerns, including providing recommendations of best practices that can be implemented as part of the implementation.
- F. Recommend opportunities and strategies for neighborhood beautification and placekeeping/placemaking, including public art, murals, gardens, community gathering spaces, etc.

#### *Task 5 – Identify early start projects/early action activities (depending on funding)*

- A. Assist in the identification and pursuit of early start projects/early action activities that can be quickly capitalized upon to catalyze the transformation process.
- B. Engage residents and stakeholders in the planning, development, and implementation of Early Action Activities during the planning phase.

#### *Task 6 – Ongoing Technical Assistance*

- A. Prepare for and participate in HUD site visit(s), following the award of the Planning Grant.
- B. Review HUD budget and schedule prepared by the City.

- C. Review HUD quarterly reports prepared by the City; review match leverage and budget expenditures.
- D. Participate in monthly or bi-monthly HUD grant management and Choice Neighborhoods team calls, as determined by the City Housing Department.
- E. Review of any procurements that may be prepared for additional services needed.
- F. Ensure all requirements identified in the Grant Agreement are met.
- G. Provide additional support and technical guidance to the project team, as needed, on HUD and Choice Neighborhoods.
- H. Review work and provide support to the steering committee and/or resident teams, as needed.
- I. Participate in public meetings and stakeholder meetings, as needed.

#### *Task 7 – Transformation Plan*

- A. Develop a Transformation Plan that meets all requirements outlined in the HUD 2023 or later Choice Neighborhoods NOFO including the development and submission of a plan outline, draft, and final Transformation Plan.
- B. Lead the preparation of the draft Transformation Plan based upon the work provided by the planning team, resident teams, and steering committee to address all required elements.
- C. Ensure data collected during planning process is up to date at time of publishing the Transformation Plan.
- D. If required, revise the draft Transformation Plan based upon HUD comments and additional community input received subsequent to the submission of the draft Transformation Plan to finalize the Transformation Plan.
- E. Other activities as deemed necessary to fulfill the development of a comprehensive neighborhood Transformation Plan and any and all HUD requirements.

#### *Task 8 - Other*

- A. Provide technical assistance to the City, as needed, for City responsibilities taking place in conjunction with the planning effort.
- B. Contribute suggestions and innovations to improve planning process, based on the Proposer's past experience and knowledge of national best practices.
- C. Plan for the collection and strategic use of relevant data by identifying data to track future community impacts once the Transformation Plan is implemented by

employing statistical and qualitative analysis of specific metrics developed in partnership with the City and other agencies.

- D. Develop tools and tracking systems to enable seamless tracking of relevant data for the outlined Housing, People, and Neighborhoods strategies (e.g., relocation, public safety, community engagement, etc.)
- E. Coordinate with City staff to determine best method for data sharing, document storage, etc.
- F. Participate in coordination meetings with the City and collaborative partners at least monthly.
- G. Assist City of Phoenix Housing Department to ensure all eligibility requirements for the HUD Choice Neighborhoods Planning and/or Implementation Grants are met.

### *Deliverables*

- A. If required, lead the preparation of the Annotated Outline based upon the work completed and provided by the planning team and resident teams to date that lays the foundation for all elements of the draft Transformation Plan.
- B. If required, lead the preparation of the Action Plan proposal based upon input, information and feedback prepared by the community and resident teams.
- C. Submission of all required reports to the City and other entities. If HUD Choice Neighborhoods Planning Grant funds are utilized, assist the City in submitting all required reports, budgets, and timelines to HUD.
- D. Development and submission of a final written report which includes a financial report and the final written Marcos de Niza Community Transformation Plan
- E. A Transformation Plan, in full color, in both hardcopy and electronic formats which includes text, photographs, graphics, maps, tables, charts and renderings for both existing conditions and visions for the community. The Plan should incorporate items identified and agreed upon by stakeholders and the community. The Transformation Plan should allow for easy reproduction, direct, web readiness, and the ability to edit. Electronic documents shall not be locked or password protected. Maps, graphics, and tables will be in a printable format.

### **Choice Neighborhoods Implementation Grant Application**

The selected Offeror(s) will be responsible for successfully completing all the tasks and activities in order to fulfill all grant and grant application requirements, including the implementation of the comprehensive neighborhood revitalization plan, or Transformation Plan. All activities are subject to the City's

approval. Expected responsibilities of the selected Offeror(s) include but are not limited to the following:

*Task 1: Apply for Choice Neighborhoods Implementation Grant*

- A. The Offeror is expected to be the primary lead in the preparation of Choice Neighborhoods Implementation Grant application(s) in response to the HUD NOFO, meeting all NOFO threshold, rating factor and/or criteria requirements; deadlines; layout; and page counts to submit a successful application. City staff and various advisors will provide assistance and direction.
- B. The selected Offeror will be required to complete all narrative exhibits, attachments, documentation and required forms to submit a successful application.
- C. The selected Offeror will be responsible for completing any corrections to deficient applications during HUD's designated cure period.
- D. The Offeror is expected to be the primary lead in the development and implementation of an ongoing resident involvement process with regularly scheduled meetings with the City, local leaders, residents, stakeholders and community at large. Affected public housing residents must be involved continuously from the beginning of the process through the implementation and management of the grant, if awarded.
- E. If the application is not successful in the first round, additional application submissions may be necessary.

**Ongoing Technical Assistance – Implementation**

The selected Offeror(s) will be responsible for providing ongoing technical assistance through the Choice Neighborhoods Implementation grant period if award is received. All activities are subject to the City's approval. If award is not received and alternative funding is utilized for planning and/or implementation, the selected Proposer(s) will be responsible for equivalent activities. Expected responsibilities of the selected Offeror(s) include but are not limited to the following:

*Task 1: Provide Ongoing Technical Assistance*

- A. Prepare for and participate in HUD site visit(s), following the award of the Implementation Grant.
- B. Review HUD budget and schedule prepared by the City.
- C. Review HUD quarterly reports prepared by the City; review match leverage and budget expenditures.

- D. Participate in monthly or bi-monthly HUD grant management and Choice Neighborhoods team calls, as determined by Housing.
- E. Review of any procurements that may be prepared for additional services needed (i.e. market study, Phase 1 report, etc.)
- F. Ensure all requirements identified in the Grant Agreement are met.
- G. Provide additional support and technical guidance to the project team as needed on HUD and Choice Neighborhoods.
- H. In person site visit, at least once at midpoint of implementation, to ensure City is on track with milestones, to resolve any issues, etc.
- I. Review work and provide support to the steering committee and/or resident teams, as needed, through implementation.
- J. Participate in public meetings and stakeholder meetings, as needed.

### **City Roles and Responsibilities**

The City will be responsible for oversight of planning and grant activities through completion. The City will monitor the planning effort and will ensure federal, state, and local requirements are met, and if Planning and/or Implementation grant is received, will ensure that grant requirements are completed in accordance with all Choice Neighborhoods program rules. The City will maintain internal staff to conduct activities and provide oversight of services provided in connection with this RFP and intends to utilize administrative, supportive services and other funding provided by the grant award.

The City anticipates responsibility for certain activities and will coordinate with the selected Offeror(s). Activities may include, but are not limited to the following:

- A. Coordination – all communication during both planning and implementation, including required reporting and coordination with HUD on matters related to Choice Neighborhoods and public housing. Coordination and review of all matters submitted by the selected Offeror to the City for approval.
- B. HUD Approvals – related to the Planning and/or Implementation Grant requirements as well as preparing public housing demolition and disposition plan(s) to be submitted to HUD for approval and coordinating with HUD to ensure that approval is granted. Application to HUD for tenant protection vouchers may also be included.
- C. Community Facilitation – assisting the selected Offeror with community facilitation and ensuring stakeholders understand and advise on all aspects of the project.



- D. Resident and Community Services – lead responsibility for implementing a resident and community services program and developing plans for services in partnership with the selected Offeror and community stakeholders.
- E. Authorization – Provide authorization, relevant documents, and other needed materials to assist selected Offeror with completion of all required responsibilities outlined in this RFP.
- F. Relocation – the City intends to manage the relocation of residents from the target site.
- G. Asset Management – asset management responsibilities related to the public housing units and other units and/or land in which the City has an ownership interest.
- H. Land – the City will provide the land for redevelopment through its current public housing site(s) in the Marcos de Niza community. As landowner, the City would monitor the site to ensure the improvements are being designed, constructed and managed appropriately to preserve its long-term value.
- I. Operating Subsidies – the City will provide the federal operating subsidies for the public housing units under the Annual Contributions Contract (“ACC”) and/or Section 8 Project-Based Vouchers based on the amount it receives from HUD.
- J. Section 3 – monitoring and assisting the selected Offeror in meeting Section 3 requirements if applicable.
- K. Historic Preservation and Archaeology – the City will be the lead responsible for addressing any historic preservation and/or archaeology issues on the site(s). Selected Offeror will be expected to work with the City in these efforts.
- L. Environmental Assessment – The City will complete a Phase I environmental assessment of the target development site(s). Complete other environmental and geotechnical studies as warranted.

### **General and Special Requirements**

The selected Offeror must comply with all applicable ordinances, codes, regulations, and rules, federal, state, and local laws. The following are descriptions of some of the major responsibilities of the Offeror:

- A. Compliance with Governmental Regulations – the selected Offeror will be responsible for maintaining compliance with all federal, state and local rules and regulations. Offeror must adhere to all applicable City Regulations, Housing Department Regulations, HUD Regulations, and must adhere to the terms of all agreements.
- B. Debarment – the selected Offeror must provide evidence that it and all contractors, vendors, subcontractors, etc. is not debarred, suspended, or

otherwise prohibited from professional practice by any federal, state, or local agency.

- C. Physical Accessibility – all training sessions and meetings must be held in facilities that are physically accessible to persons with disabilities.
- D. Limited English Proficiency – the selected Offeror must take reasonable steps to ensure meaningful access to programs to persons with Limited English Proficiency (“LEP”).
- E. Communication – the selected Offeror must ensure that notices and communications during meetings are provided in a manner that is effective for persons with hearing, visual and other communications-related disabilities. This includes ensuring that materials are in appropriate alternative formats as needed.
- F. Environmental Compliance – the selected Offeror must comply with all federal, state, and local environmental rules and regulations.
- G. Section 3 Requirements – the selected Offeror will be expected to work with the City to develop a strategy for compliance with Section 3 requirements; and to provide genuine resident training and employment, and small business contracting opportunities during the planning and implementation process. This strategy shall be coordinated and integrated with the City.
- H. S/M/WBE Opportunities – the selected Offeror will take all necessary affirmative steps to assure that small, minority and women-owned business enterprises (“S/M/WBE”) are used when possible.
- I. Davis-Bacon and Federal Labor Standards – the selected Offeror shall comply with all applicable Federal Labor Standards requirements.
- J. Reporting – the selected Offeror will be responsible for periodic or special reports that may be requested by the City, HUD, or any other agency. Reporting must be in a format acceptable to the City.
- K. Purchasing and Contracting – the selected Offeror and any subcontractor must comply with applicable federal, state, and local purchasing requirements and regulations, as well as applicable local ordinances. All contracting and purchasing must be cost reasonable and completed within approved budgets. All contracted vendors, consultants and/or purchases must be approved by the City.
- L. Energy Efficiency and Green Building Standards – the selected Offeror must incorporate energy-efficient, environmentally friendly, healthy design including elements of visibility and universal design in compliance with HUD’s policy priorities and/or action plan mandates, and in compliance with LIHTC standards. The selected Offeror may be required to assist with coordination for LEED for Neighborhood Development certification.
- M. Affirmatively Furthering Fair Housing – the selected Offeror must carry out all activities in a manner that affirmatively furthers fair housing as required by

- federal regulations, including adopting affirmative marketing procedures and plans.
- N. Physical Accessibility Requirements – the selected Offeror must incorporate compliance with Section 504 and any other accessibility requirements into all activities.
  - O. Non-discrimination and Equal Opportunity – the selected Offeror shall conduct all activities in compliance with federal non-discrimination and equal opportunity regulations.
  - P. Administrative Requirements – the selected Offeror must comply with all applicable administrative requirements related to the expenditure of federal funds including OMB Circulars, etc.
  - Q. Conflict of Interest – the selected Offeror must comply with all federal, state, and local conflict of interest prohibitions and requirements.
  - R. Program Requirements – the selected Offeror must comply with all of the Choice Neighborhoods program requirements as well as any other federal, state and local requirements.
  - S. Match Requirements – the selected Offeror will be responsible for determining how all grant match requirements will be met.
  - T. One for One Replacement – the selected Offeror must comply with all HUD One for One Replacement of Public Housing requirements.
  - U. Tenant Right to Return – the selected Offeror must comply with all HUD requirements related to tenants who wish to return to the redeveloped housing.
  - V. Financial Management – the selected Offeror must maintain a strong system of internal controls and must provide reports in a format acceptable to the City. Records will be maintained in compliance with requirements set forth by HUD, the City and/or any other agencies the City deems fit.
  - W. Insurance – the selected Offeror shall obtain and maintain necessary and appropriate amounts of insurance with coverage types and limits as required by the City, during planning, predevelopment, and development/implementation.
  - X. Personnel – the selected Offeror will provide the services in this RFP as an independent contractor. Neither selected Offeror nor any of the Offeror's employees or contractors shall be deemed to be an employee of the City. Offeror's employees will be required to wear identification tags and to maintain a professional appearance.
  - Y. Protection from Damages – the selected Offeror, shall at all times, take the necessary steps to protect the public and all property from damage and shall be responsible for any and all kinds of damage to the work or property caused by the Proposer's development team or employees.

- Z. Review of Work – after this RFP award and throughout the course of the agreed upon scope(s) of work, City staff and/or its consultants/representatives will review the selected Offeror’s work and monitor the performance of the selected Offeror.
- AA. Detailed Schedule – the selected Offeror must create and maintain a detailed schedule of events for all activities. The selected Offeror must also develop a critical path schedule for all phases of the scope of services. The schedule and all changes must be approved by the City.
- BB. Design – the City encourages diversity of design through the use of a wide variety of styles, finish materials and colors. Development will be oriented to reflect a pedestrian oriented design and traffic calming measures and should not include the closing of streets to create “super blocks.”
- CC. Communication Regarding Project Progress – the City will establish a regular schedule of team meetings, in which the selected Offeror will participate. The selected Offeror will be responsible for submitting regular progress reports to the City on the activity status, budget and schedule, in such formats and media as the City might direct. On a pre-determined basis, the selected Offeror will provide the City the appropriate information in the format required by HUD for submission of HUD mandatory reports and all other reporting requirements of funding sources used. The selected Offeror will set-up and maintain adequate system support for this endeavor.
- DD. Quality Control Measures – the selected Offeror is responsible for ensuring all activities as defined in agreements are implemented and managed with the highest quality, accuracy, and workmanship as appropriate. The selected Offeror will be required to implement quality assurance and control measures to ensure effective performance by all parties in all aspects of the program.
- EE. Foster Resident and Community Involvement – the selected Offeror must facilitate and foster the involvement of residents in the planning and implementation process. In cooperation with the City, the selected Offeror must keep residents informed of the status of planning and implementation activities and assist in providing job and business opportunities for residents during and after planning and implementation.
- FF. Be Responsive to Community and Governmental Interests – the selected Offeror must promote and maintain good relations with neighborhood groups, local stakeholders, residents, and federal, state, and local governments.

## 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, 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 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, 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 Agreement 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 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 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 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 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 has 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 also has 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 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 Offeror 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 RFP.
- B. **Payment Deduction Offset Provision:** Contractor acknowledges 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 RFP. Contractor certifies, by signing the 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 the 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 RFP.

#### 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 RFP 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 the date of the notice from the City 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. If 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 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;
  - 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 pursuant to the provision of A.R.S. § 38-511.

#### 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 RFP, 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 the Contract for 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 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 November 20, 2023 and will continue until completion of project deliverables.

### **5.2. Price**

All prices offered shall be firm and fixed for the entire term of the Contract.

### **5.3. Method of Invoicing**

Invoices must be emailed in .pdf format to [invoices@phoenix.gov](mailto:invoices@phoenix.gov) and must include the following:

- City purchase order number or shopping cart number
- Billed work/tasks listed individually by the written description
- Work Task price, extended and totaled
- Payment terms
- Invoice number and date
- Remit to address

### **5.4. Method of Payment**

Payment to be made from Contractor's invoice and a copy of the signed delivery/service ticket submitted to cover items received and accepted during the billing period.

### **5.5. Supplier Profile Changes**

It is the responsibility of the Contractor to promptly update their profile in procurePHX at <https://www.phoenix.gov/procure>. If Contractor's legal identify has changed, the Procurement Officer must be notified immediately. Failure to do so may result in non-payment of invoices and contract termination.

### **5.6. Post Award Conference**

A post-award conference will be held prior to commencement of any work on the project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

### **5.7. Intellectual Property Rights**

The Contractor hereby irrevocably transfers, conveys, and assigns to the City all right, title, and interest (including any and all copyrights) in any software and other technology assets created pursuant to or as a result of this Agreement (collectively, the "Work Product"). The City shall have the exclusive right to apply for or register any copyrights and other proprietary protections with respect to the Work Product. The Contractor shall execute such documents, render such assistance, and take such other action as the City may reasonably request, at the City's

reasonable expense, to apply for, register, perfect, confirm, and protect the City's foregoing ownership interests and copyright and other proprietary protections. To the extent that the foregoing transfer does not provide the City with full ownership, right, title, and interest in and to the Work Product, the Contractor hereby grants the City a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, and use the Work Product, with the right to transfer and/or sublicense each and every such right. The rights granted in this section will survive any termination or expiration of this Agreement.

## **6. FEDERAL CONTRACT CLAUSES - HOUSING HUD SPECIFIC**

### **6.1. Debarment and Suspension (Executive Orders 12549 and 12689)**

In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," Contractor agrees that neither it, nor its principals are presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Contract by any federal department, and agrees to comply with the requirements of 2 CFR 180 and 24 CFR 2424.

### **6.2. Access to Records**

The City, Federal Agency, the Comptroller General of the United States, the Government Accounting Office, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are pertinent to any activity performed under this Contract as required under 2 CFR 200.333 et seq. and 24 CFR 570.502(7)(ii) for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall keep and maintain such books, documents, papers, and records in accordance with 2 CFR 200.333 et seq. and for a period of at least three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The Contractor shall permit independent auditors access to its records and financial statements as necessary to comply with federal audit requirements.

### **6.3. Byrd Anti-Lobbying Certification (31 U.S.C. 1351)**

In all contracts in excess of \$100,000 the Contractor hereby certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- B. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.

- C. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### 6.4. Clean Air Act and Federal Water Pollution Control Act

Applicable to all contracts in excess of \$150,000. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671(q)) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, Federal Agency, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

#### 6.5. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Apr 2014)

- A. This Contract and employees working under this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- B. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

#### 6.6. Audit

The Contractor shall submit a financial audit within ninety (90) days after the close of any Contractor fiscal year in which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this agreement is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit shall be in conformance with the audit requirements of 2 CFR Part 200.501. No funds resulting from this Contract shall be expended for the purpose of an audit without the prior written consent of the City. The decision to provide such consent shall be in the sole discretion of the City.

#### 6.7. Drug-Free Workplace Act of 1988

The Contractor must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

## **6.8. HUD Form 5369-B**

All Offerors should carefully review HUD Form 5369B, incorporated herein by reference. In the context of this procurement the term PHA as used in HUD Form 5369B refers to the City of Phoenix.

<http://portal.hud.gov/hudportal/documents/huddoc?id=5369-b.pdf>

## **6.9. HUD Form 5370-C, Section 1**

All Offerors should review the provisions in HUD Form 5370C, Section 1, incorporated herein by reference and is incorporated in the Contract between the successful Offeror and the City.

<https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf>

## **6.10. Federal Funding Accountability and Transparency Act (FFATA)**

The Offeror will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Offeror must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Unique Entity Identifier (UEI). The Offeror will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

## **7. DEFENSE AND INDEMNIFICATION**

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

Contractor ("Indemnitor") must defend, indemnify, and hold harmless the City 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. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

## **8. INSURANCE REQUIREMENTS**

### **8.1. 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 said 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 it determines necessary.

### **8.2. 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.

### **8.3. Commercial General Liability – Occurrence Form**

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

- 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.

### **8.4. 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 against 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.

## 8.5. 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 Courtney Anderson.

251 W. Washington, 4<sup>th</sup> floor  
Phoenix, AZ 85003  
[courtney.anderson@phoenix.gov](mailto:courtney.anderson@phoenix.gov)  
(602) 262-6913

## 8.6. 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 the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## 8.7. 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 Courtney Anderson. 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.**

## 8.8. 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.

#### **8.9. Approval**

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

## 9. SUBMITTALS

### 9.1. Copies

Please submit one electronic copy 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 the City may digitally incorporate the successful offer into the awarded Contract.

**Please submit only the Submittal Section and required documents, do not submit a copy of the entire solicitation document.** This Offer will remain in effect for a period of 90 calendar days from the opening date, and is irrevocable unless it is in the City's best interest to release offer(s).

### 9.2. 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 there are no technical reasons for delay. Please refer to the Instructions Section for complete information regarding the submission of offers.

## **Attachment A - SUBMITTALS – QUESTIONNAIRE**

### **EXPERIENCE AND QUALIFICATIONS (450 points)**

#### Question 1:

Your firm must have knowledge and direct experience working with the Choice Neighborhoods Program including coordinating community planning processes, developing transformation plans, applying for planning and implementation grants, and implementing grant awards. What is the general background of your firm including knowledge and experience working with the Choice Neighborhoods Program? What is the knowledge and experience of others who are proposing if part of a team?

#### Question 2:

Your firm/team must have specific related skills and technical experience to the assignment to achieve the tasks outlined in the Scope of Work. What relevant skills and technical experience will your firm/team bring to address each of the tasks outlined in the Scope of Work?

#### Question 3:

How many Choice Neighborhoods grant applications prepared by your firm/team have been successfully awarded? Please describe the Choice Neighborhoods Planning and Implementation grants that your firm/team has been involved in, including your roles and responsibilities. Please describe any experience with other HUD programs, including your roles and responsibilities.

#### Question 4:

Please describe your team's staffing plan illustrating the ability for staff to complete the required and potential activities in the Scope of Work (including employee capacity to communicate with non-English speaking community members, ability to facilitate planning meetings, conduct studies and assessments, etc.).

#### Question 5:

Please provide a list of other team members and collaborative partners, letters of support/MOUs/agreements, and a staffing plan (including position description and qualifications, years of experience, etc.). Please provide resumes of key staff to perform the Scope of Work.

### **METHOD OF APPROACH (300 points)**

#### Question 1:

This effort will require coordination between your firm/team, the City, residents, and other partners. What style and approach would your firm/team take to ensure meaningful collaboration, decision making and engagement with the community including Marcos de Niza residents, as well as residents, businesses and stakeholders in the surrounding community?

## **Attachment A - SUBMITTALS – QUESTIONNAIRE**

What style and approach would your firm/team take to ensure meaningful collaboration with other partners?

### Question 2:

In your experience, what is the best approach to a successful community planning process, and in general how would you organize the Marcos de Niza community planning process?

### Question 3:

How will your firm/team's community engagement plan be able to reach multiple partners and residents, including of various languages, cultures, socioeconomic backgrounds, etc. within the targeted area? What are your proposed community engagement methods (i.e., in person and/or virtual meetings, frequency of meetings, dissemination of information, etc.)?

### Question 4:

What is your firm/team's plan for data and document storage, including allowing for sharing and effective exchange of documents and information between all parties? How will you address confidentiality and protection of sensitive information and data?

### Question 5:

Please describe your firm/team's plan for communication with HUD and other governmental partners.

### Question 6:

Please provide example Transformation Plans, community engagement plans, and other community plans to demonstrate your method of approach and your firm/team's ability to effectively complete all tasks outlined in the Scope of Work.

## **SCHEDULE (150 points)**

### Question 1:

Please provide a schedule / project timeline for the grant application and community planning process, addressing all key components that will be required for the successful completion of the Choice Neighborhoods Transformation Plan.

### Question 2:

How will your firm/team address HUD's requirements for schedule and timing of deliverables?

## Attachment B - SUBMITTALS - FIXED FIRM BID PRICE SCHEDULE OFFERED (100 Points)

Pricing Component			
<b>Choice Neighborhoods Planning Grant Application</b>			
<i>Task 1 - Apply for Choice Neighborhoods Planning Grant</i>		Total	
<b>Community Planning Coordination</b>			
<i>Task 1 - Identify and Assess Existing Conditions</i>		Total	
<i>Task 2 - Identify Issues and Needs</i>		Total	
<i>Task 3 - Stakeholder Engagement</i>		Total	
<i>Task 4 - Develop Strategies and Plans</i>		Total	
<i>Task 5 - Identify Early Start Projects/Early Action Activities</i>		Total	
<i>Task 6 - Ongoing Technical Assistance</i>		Total	
<i>Task 7 - Transformation Plan</i>		Total	
<i>Task 8 - Other</i>		Total	
<b>Choice Neighborhood Implementation Grant Application</b>			
<i>Task 1 - Apply for Choice Neighborhoods Implementation Grant</i>		Total	
<b>Ongoing Technical Assistance</b>			
<i>Task 1 - Provide Ongoing Technical Assistance</i>		Total	
<b>Total Costs to complete Scope of Work (Project Total)</b>		<b>Total</b>	
Please provide a Breakdown of Fees Above			
Position Title	Hourly Rate	# of Hours	Total
<b>Other Direct Costs</b>			
<b>Total Cost to Complete Scope of Work (Project Total)</b>		<b>Total</b>	
(Must Match Total Cost above)			

You may also use the Excel version attached on the Procurement Site

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**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)

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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.

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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:

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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.

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**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

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY  
AND VOLUNTARY EXCLUSION**

(please sign and return with the submittal)

The prospective participant (Contractor for a federally funded project) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this solicitation.

THE PARTICIPANT (Contractor for a federally funded project), CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Authorized Official Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date



## 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.

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

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**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

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Director or delegate:

Title:

Department:

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.