



City of Phoenix

**24th Street and Broadway Road (Dr. Martin Luther King Jr. Boulevard) Parcels
Disposition and Redevelopment
Request for Proposals (RFP)
RFP-CED23-24S**

Schedule

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	October 4, 2023
Pre-Proposal Meeting (10:00 a.m.)	October 24, 2023
Submittal of Written Questions Deadline (2:00 p.m.)	November 14, 2023
Responses to Written Questions	November 28, 2023
Proposal Deadline (2:00 p.m.)	January 11, 2024
Short Listing, if applicable	February, 2024
Proposer Interviews, if applicable	February/March 2024
Negotiations with Recommended Proposer	Spring 2024
Award Recommendation	Summer 2024

Submit proposals and requests for alternate formats to:

Jennifer Holland, Procurement Officer
City of Phoenix
Community and Economic Development Department
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611
Telephone: 602-261-8053 (7-1-1 Friendly)
procurement.request.ced@phoenix.gov

<https://solicitationsadmin.phoenix.gov/Solicitation/Details/1635> (RFP Webpage)

This RFP does not commit the City to award any contract. All dates subject to change.

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I. RFP PROCESS

A. Introduction

The City of Phoenix Community and Economic Development Department (**City**) invites proposals for the purchase and redevelopment of the city-owned parcels located on the southwest corner of 24th Street and Broadway Road (Dr. Martin Luther King Jr. Boulevard) (**Site**) in Phoenix. A Site map is included in this RFP as **Attachment E**.

Phoenix is the 5th largest city in the United States and home to more than 1.6 million residents. Phoenix is the vibrant center of one of the fastest growing job markets and economies in the United States and is emerging in the new economy with strengths in high technology, manufacturing, bioscience research, and advanced business services. Being a top market for skilled and available workforce, Phoenix is home to growing companies because it is a thriving business environment and a great place to live. More than 60% of Phoenix's workforce is employed in advanced industries. The Site presents a unique infill opportunity to build on the economic development momentum the City is experiencing.

B. Minimum Qualifications

The following minimum qualifications are non-negotiable.

1. A member of each proposing team must have experience successfully completing at least one mixed-use development project in the last seven years.
2. The minimum purchase price is **\$5,790,000**, the appraised market value of the Site as of January 28, 2023. The appraisal is posted on the RFP Webpage. A proposer may offer a combination of a cash payment and public benefit as described in **Section II (F)**.

Each proposer must demonstrate these minimum qualifications in its proposal as further described in **Section III (B)** or its proposal will be deemed non-responsive and will be disqualified.

C. Small Business Outreach Requirements

For contract award, the successful proposer must conduct and document outreach efforts in compliance with the Small Business Outreach Requirements within 60 days of the award recommendation notification. These outreach requirements and sample forms are posted on the RFP Webpage as reference; they are not required as part of a proposal. Although there is no small business participation goal for this business opportunity, the City strongly encourages each proposer to voluntarily utilize small businesses in its project. If the recommended proposer does not meet the Small Business Outreach Requirements, the proposer will be disqualified, and the City may offer the award to the next-highest scoring proposer.

By submitting its proposal, a proposer acknowledges the Small Business Outreach Requirements that apply to the recommended proposer for this business opportunity.

D. Pre-Proposal Meeting

Proposers are strongly encouraged to attend the pre-proposal meeting at the date and time listed on page 1. The purpose of this meeting is to review this RFP and respond to proposer questions. Proposers may attend the pre-proposal meeting via WebEx. Please email procurement.request.ced@phoenix.gov to register for this meeting and receive the WebEx/conference call access information.

E. Proposer Questions and Notification

Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP will not be cause for waiver of any portion of the RFP or subsequent contract.

All questions about this RFP must be submitted in writing no later than the deadline listed on page 1 to procurement.request.ced@phoenix.gov. Please list the name of this RFP in the subject line when submitting questions. All written questions received by the deadline will be responded to in written form and posted on the RFP Webpage.

F. Changes to the RFP

Changes to this RFP will be in writing as an addendum and posted on the RFP Webpage. The City is not responsible for any oral instructions given by any City employee, consultant, or official regarding RFP instructions, specifications, or documents.

Although registered pre-proposal meeting attendees, and potential proposers who request such notification in writing, will be notified by email when documents related to this RFP are available on the RFP Webpage, proposers are responsible for obtaining any and all information posted on the website.

G. Proposal Guarantee

Each proposal must be accompanied by a \$10,000 proposal guarantee in the form of a cashier's check, payable without condition or restrictive endorsement, to the City of Phoenix. Each proposer's proposal guarantee must be submitted in a separate sealed envelope with the proposal. Proposal guarantees of unsuccessful proposers will be refunded, without interest, immediately after the business opportunity has been formally awarded by the Phoenix City Council or after all proposals are rejected. An unsuccessful proposer may request the refund of its proposal guarantee after the award recommendation has been posted; however, any unsuccessful proposer making such a request will be removed from further consideration for award of the contract resulting from this RFP.

The successful proposer's proposal guarantee becomes non-refundable upon Phoenix City Council approval of the business terms of its proposal. The successful proposer's proposal guarantee will be credited to the resulting transaction, or if the successful proposer fails to execute the contract in a timely manner, the proposal guarantee will be forfeited to the City as liquidated damages.

II. BUSINESS OPPORTUNITY

The successful proposer will create a mixed-use commercial development project that emphasizes a combination of the top uses desired by the surrounding community, as referred to in this section.

The City anticipates allowing a temporary use on the Site for a farmer's market. This use will be completed prior to City Council approval of the transaction resulting from this RFP.

A. Site Description

The Site is comprised of Assessor's Parcel Numbers (APNs) 122-43-003K and 122-43-002, totaling approximately 531,941 square feet (SF) or 12.2 acres. The Site is available in "As-Is" condition.

1. Zoning

The Site is in the [South Phoenix Village and Target Area B Design Overlay](#) and [Four Corners Overlay District](#). The northern portion of the Site is zoned [C-2](#) (Intermediate Commercial) and the southern portion is zoned [R1-6](#) (Single-Family Residence).

2. Access

The Site is bound on the north by Broadway Road, on the east by 24th Street, and on the west and south by privately owned parcels. The Site is served by bus stops on 24th Street and Broadway Road. Information about nearby bus and light rail service, the latter of which is under construction at Central Avenue and Broadway Road, is available at [Valley Metro](#).

3. Utilities

The City's existing water and wastewater infrastructure available for this Site is listed below and development requirements can be found in **Section IV (B)** of the City's [Design Standards Manual for Water and Wastewater Systems](#).

Existing Water System:

- Pressure zone 1
- 12-inch CIP water main within Broadway Rd
- 12-inch ACP water main within 24th St

- Three ¾-inch water taps off the 12-inch CIP water main within Broadway Rd
- 1.5-inch water taps off the 12-inch CIP water main within Broadway Rd

Existing Wastewater System:

- 30-inch RGRCP sewer main within Broadway Rd
- 8-inch VCP sewer main stub leading into the project site (Stub connected into MH #5-32-430)
- 15-inch VCP sewer main within 24th St

The Site is within the Southwest Gas (natural gas) and Salt River Project (electric power) service areas.

4. Environmental Review

The Site will require an environmental review including archaeological testing, and data collection, if necessary, at the recommended proposer's expense. At a minimum, the archaeological testing will include sampling, repository agreement, dust control, field meetings, consultations, reporting, and curation. The estimated cost for archaeological testing is between \$160,000 and \$175,000. Data collection, if required, will be based on the results of the archaeological testing. The two phases, which combined may take one year to complete, can run concurrently with design, zoning, and permitting processes. Community Development Block Grant funds may be available to assist with these costs, if the project is deemed eligible; however, the City is unable to review projects for CDBG eligibility prior to the proposal deadline.

B. Community Development Block Grant Program (CDBG)

The City receives CDBG funds from the U.S. Department of Housing and Urban Development (HUD), authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 United States Code 5301 et seq. CDBG funds may be used to assist projects that will enhance the lives of residents with low-and-moderate incomes and their surrounding areas. To be eligible for funding, the recommended proposer's project must meet specific requirements. If the recommended proposer's project is eligible and approved for CDBG funding, the project will be subject to CDBG regulations. Additional information about CDBG can be found on the [HUD website](#).

1. CDBG Regulations

If the successful proposer receives CDBG funds, it must specifically comply with [Title 24 Code of Federal Regulations 570](#) and all regulations listed in **Attachment F**.

2. CDBG Eligibility

City staff will review proposals requesting CDBG funds for eligibility based on

the following criteria.

- a. CDBG National Objectives: Projects must benefit persons with low-and-moderate incomes. The benefit may be based on the service area or limited clientele. Projects that provide local amenities such as a grocery store will be expected to have a service area that is predominantly low-and-moderate income. Projects that serve a specific population, such as non-profit facilities, must demonstrate the clientele has low-and-moderate incomes. Proposers should review [HUD's CDBG Guide to National Objectives](#) and [Fiscal Year 2023 Income Limits for Maricopa County, Arizona](#).
- b. Service area: The service area must have at least 51% of the residents with low-and-moderate incomes. Each proposer is responsible for establishing its proposed project's service area. The service area can be mapped on [HUD's website](#). Additionally, each proposer must demonstrate its proposed project is responsive to its relative service area, which means a project with a unique and desirable amenity may have a larger service area than a local grocery store or health clinic.

C. Surrounding Area

The Site is strategically located about one mile from Interstate 10, less than three miles from Phoenix Sky Harbor International Airport and the adjacent Sky Harbor Business Park, and close to the following nearby highlights (distances are approximate).

1. [Agri-Food Innovation Center](#) – This planned redevelopment of the former Del Rio Landfill near 7th and Elwood streets will ultimately create the nation's leading source of innovation and education in the production and distribution of food. Projections for this development include more than 1,400 direct and indirect construction jobs, 1,500 permanent jobs once in full operation, \$200 million in capital investment, and \$848 million in annual economic output. Distance from Site: two miles.
2. [Residential Growth](#) - Within a three-mile radius of the Site, approximately 195 single-family residential permits and 2,519 new multifamily units were approved and issued in calendar year 2022.
3. [Rio Reimagined Project](#) – This project is a vision to revitalize the Rio Salado (Salt River), Aqua Fria River, Gila River, and the surrounding region by reconnecting the community with these rivers, being a catalyst for economic growth and inclusion, and building a unique regional destination.

The City received Environmental Protection Agency funding to create the Rio Reimagined Brownfields Coalition grant, which can be used to conduct environmental site assessments for future development of properties within one mile of the river. Information about the grant is available at the link above. Distance from Site: one mile.

4. [South Central Extension/Downtown Hub Light Rail Project](#) – This light rail expansion along Central Avenue will connect South Phoenix to Downtown Phoenix and include a Downtown hub to connect riders from South Phoenix to other lines on the light rail system, including north to the Metro Center area and east to Tempe and Mesa. The extension will also make the unique offerings of South Phoenix more accessible to other riders, attracting new customers, businesses, and jobs to the area. The project began construction in late 2019 and is expected to begin operations in mid-2025. Distance from Site: 2.5 miles.
5. [South Mountain Community College \(SMCC\)](#) – SMCC is noted for its engineering technology programs, complemented by its lauded Engineering Labs; its unique “Storytelling Institute” communications professionals; and for producing a workforce skilled on mobile app development and related programs. SMCC also provides customized training programs in transportation and logistics as well as in construction trades (electrical, framing, and plumbing). With its main campus located at Baseline Road and 24th Street, SMCC is a key player in this community. Distance from Site: two miles.
6. [South Mountain Park/Preserve](#) – At more than 16,000 acres, South Mountain Park/Preserve is one of the largest municipally managed parks in the nation and consists of three mountain ranges. The park boasts more than 50 miles of trails for hiking, horseback riding, and mountain biking, and its roadways are a favorite for bicyclists. The park’s [multi-year infrastructure improvement plan](#), funded by the voter-approved Phoenix Parks and Preserve Initiative, started in 2017. The park earned Tripadvisor’s Travelers’ Choice Award in 2020. Distance from Site: three miles.

Existing uses in the immediate vicinity of the Site include:

- North – Vacant land (across Broadway Road)
- East – City-owned community center (across 24th Street)
- South – Single-family residential development and single- story commercial building
- West – Multi-family residential

D. Community Input

In 2021, the City issued a Request for Information (RFI) for this Site to gather input from the development community on possible uses. The five RFI responses included development concepts for mixed-use: market-rate and affordable housing; a neighborhood grocery store; and a variety of community service-oriented uses. Over the course of eight subsequent community meetings, the following uses were prioritized: grocery store, medical services, sit-down restaurant, entertainment, and retail. The RFI and its responses are posted on the RFP Webpage along with an overview of the community input. Additional information, including the 4 Corners Project Conceptual Plan circa 1996, can be

found on the [South Phoenix Village and Target Area B Redevelopment Areas webpage](#).

E. Desired Project

This Section details the “Desired Project” that will result from this process and lists specific considerations that should be addressed in proposals. Proposers should review all referenced materials.

The Desired Project should:

1. Create a mixed-use infill development project that provides commercial retail opportunities and services to the surrounding community. Proposed uses should be primarily commercial in nature, with special emphasis on uses that promote community wellness, such as grocery stores, small-scale medical services, and full-service restaurants with healthy offerings. The project should also provide opportunities for social connections among the community with family-friendly entertainment venues.
2. Create enhanced pedestrian-oriented amenities and ground floor activation, promoting walkability, pedestrian links, and bicycle facilities. Incorporate open green spaces where community members and visitors can gather when patronizing the Site. Design elements can include mini-parks, splash pads, outdoor dining and entertainment spaces, and other outdoor spaces that are accessories to commercial uses.
3. Incorporate public art and/or historical elements that pay homage to the history and culture of this area and capitalize on the Site’s location along Dr. Martin Luther King Jr. Boulevard.
4. Be consistent with all applicable regulations, guidelines and adopted plans, including the [Complete Streets Program](#), [Bicycle Master Plan](#), [Tree and Shade Master Plan](#), [South Phoenix Village and Target Area B Design Overlay](#) and [Four Corners Overlay District](#).
5. Incorporate and implement sustainability elements into the design, construction, and maintenance of the proposed development. A wide range of sustainability programs and concepts can be found at phoenix.gov/sustainability.
6. Align with the goals of the surrounding community and adjacent neighborhoods. There are several neighborhood and community organizations in the area. A list of active neighborhood and community groups is available online at phoenix.gov/nsd/programs/neighborhood-coordination.
7. Be initiated and completed within a reasonable time period acceptable to the City. It is the City’s desire that the proposed development be completed in the shortest timeframe possible.

8. If the proposed project is intended to comply with CDBG National Objectives and receive CDBG-sources financial assistance, incorporate [climate considerations](#) and consider [energy efficiencies](#) and [environmental justice](#), as required by HUD.
9. Although the community has indicated a preference for uses other than residential, if any secondary or ancillary residential use is proposed:
 - Include workforce, affordable, and/or senior housing units,
 - Reserve ground floor for non-residential uses, and
 - Comply with the [Accessibility Requirements for Residential Occupancies](#).

F. Return to the City

The “Return to the City” evaluation criterion encompasses both the financial return (cash payment) and other tangible public benefits.

These other tangible public benefits may include one or more of the following: new jobs, small business opportunities, civic space, community amenities, bicycle facilities, outdoor green space, pet friendly spaces, and/or public art.

Although the City reserves the right to participate in projects that create significant public benefit, such as public infrastructure beyond what would be necessary for the proposed development, there is currently no identified City funding for redevelopment of the Site.

III. PROPOSAL INSTRUCTIONS

A. Delivery of Proposals

Each proposer must submit the following in a **sealed package** marked with the proposer’s name and the name of this RFP:

- 1 original proposal,
- 10 color copies of the proposal
- 1 e-copy of the proposal on a flash drive or CD, and
- 1 proposal guarantee as specified in **Section I (G)**.

Proposals must be submitted by the deadline to the address listed on page 1. **Proposals received after the deadline will be disqualified as non-responsive.**

B. Form of Proposals

Proposals must conform to the following format. Proposals that are incomplete; conditional; obscure; or that contain additions not requested, changes or exceptions to material provisions or requirements of this RFP, or irregularities of

any kind, are subject to disqualification.

Each proposal should be compiled and tabbed as described below in a loose-leaf three-ring binder and each page of the proposal should be numbered. Proposers are encouraged to limit their proposals to no more than 25 double-sided letter-size pages, excluding the items listed for Tab 1, using 12-point Arial font.

Each proposal should include the following:

1. Tab 1 – General Information

In this section, each proposer should provide the following information.

a. Executed Affidavit (**Attachment A**)

Any proposal received without a completed, signed, and notarized **Attachment A** will be disqualified.

b. Signed Conflict of Interest and Solicitation Transparency Disclosure Form (**Attachment B**)

Any proposal received without a completed and signed **Attachment B** will be disqualified.

c. Signed Federal Certifications Acknowledgement Form (**Attachment C**)

Any proposal received without a completed and signed **Attachment C** will be disqualified.

d. Executive Summary (Limit: 1 page)

Provide a concise summary of the overall proposal. If the proposer is a joint venture, the Executive Summary should identify the lead developer. If someone other than the person listed on **Attachment A** will serve as the proposer's contact person for the proposal, the Executive Summary should identify that person's name, telephone number, and email address.

2. Tab 2 – Concept to Activate the Site

In this section, each proposer should provide the following information.

a. Completed Development Details Form (**Attachment D**)

b. Narrative description of the proposed development that:

- 1) Documents how the proposed development addresses each element in **Section II (E)**, and
- 2) Details operation and management of the proposed project after

completion of construction.

- c. Conceptual building elevations and a conceptual site plan, depicting any applicable phasing.
- d. Circulation plan(s) showing transit, vehicular, bicycle, and pedestrian access and circulation within and around the Site, including adjacent streets. The plan(s) should show loading/unloading locations, including locations for driverless vehicles and ride share services, if included in the proposed development.
- e. Documentation of the proposed development's feasibility, including:
 - 1) Research/market demand data that supports the proposed development, including anticipated service or market area.
 - 2) Method of security/property control or acquisition for the Site plus adjacent site(s), should the proposed development include any.
 - 3) Letters of interest from potential tenants/buyers/operators for the proposed development.
- f. Project budget clearly detailing and defining the proposed development's costs, including construction costs, soft costs, contingencies, and assumptions.
- g. Operating pro forma for the proposed development, including all revenues, expenses, debt service, taxes, and other assessments for 10 years.
- h. Comprehensive timeline with major milestones and stages of the proposed development including site control, planning and design, entitlements, plan review, permits, construction, and occupancy and/or lease-up. This timeline should detail any phasing for the proposed development and reasonable assumptions.
- i. Construction mitigation plan that identifies potential impacts to neighbors, both commercial and residential, and outlines a viable mitigation strategy.

3. Tab 3 – Return to the City

In this section, each proposer should provide the following information.

- a. Amount of cash payment for purchasing the Site.
- b. Description of any other tangible public benefits generated by the proposed development.
- c. Description of any requested City assistance, including specific details such as the type of assistance. Any requests for City assistance must:

- 1) Be limited to assistance the City can reasonably accommodate,
- 2) Be clearly and quantitatively demonstrated to be less than the public benefit generated by the proposed development, and
- 3) Fill a clearly described financial gap.

Any proposal offering a cash payment less than the minimum purchase price listed in **Section I (B) (2)** must include the quantifiable value for each additional tangible public benefit to demonstrate the total proposed purchase price meets or exceeds the minimum purchase price. A proposal that requests City assistance may receive fewer points from the evaluation panel.

4. Tab 4 – Proposer’s Qualifications, Experience and Financial Capacity

In this section, each proposer should provide the following information.

- a. Key individuals and companies comprising the proposing team and define their roles and responsibilities for the proposed project.
- b. Each team member’s relevant mixed-use development experience and provide sufficient documentation to demonstrate the proposer meets the minimum qualification listed in **Section I (B) (1)**. Proposers should include contact information for at least 1 reference for each project listed as documentation of this minimum qualification. These references are in addition to the references requested in **Attachment A**.
- c. Clear and compelling information to demonstrate proposer’s financial capacity to successfully manage and complete the proposed development, including:
 - A clear strategy to fund all proposed development costs, including specific details on all sources, as well as the types and amounts, of equity, financing, grants, and other funding sources for the proposed development.
 - Documentation from potential lenders of interest.
 - Documentation of financing obtained for prior development projects.
 - If tax credits are a part of the proposed financing plan, evidence of proposer’s successful tax credit proposals.

IV. PROPOSAL EVALUATION

The City will perform an administrative review of proposals for responsiveness. This review will focus on accurate and complete submission of proposals based on the RFP requirements. The City reserves the sole right to determine the responsiveness of proposals.

A. Evaluation Panel

If applicable, the CEDD Director will appoint an evaluation panel to review the proposals and recommend a proposer to be awarded the contract resulting from this RFP. The CEDD Director may accept this recommendation and forward it to the Phoenix City Council or reject it.

The evaluation panel may interview all the proposers or a short list of proposers, or the evaluation panel may evaluate the proposals solely on the materials submitted by the proposal deadline. If a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the proposers most likely to be successful in the evaluation process. The short-listed proposers may then be scheduled for interviews with the evaluation panel. If interviews are conducted, the evaluation panel may consider information from the interviews that clarifies the materials submitted.

The evaluation panel will determine a consensus score for each evaluation criterion, which will then be added together to determine a total consensus score for each proposal.

B. Evaluation Criteria

The evaluation panel will review the information submitted in the proposals to address the requirements listed in the corresponding tabs of **Section III (B)**. All responsive and responsible proposals will be evaluated based on the following criteria. This is a best-value-to-the-City procurement, which means the evaluation panel will look at all factors, not just financial return to the City, in selecting the recommended proposer.

- 1. Concept to Activate the Site (0-375 points)**
- 2. Return to the City (0-325 points)**
- 3. Proposer's Qualifications, Experience, and Financial Capacity (0-300 points)**

V. GENERAL TERMS AND CONDITIONS OF PROPOSAL

A. Solicitation Transparency Policy

Commencing on the date and time this RFP is published, potential or actual proposers, including their representatives, employees, agents, proposed partners, subcontractors, joint venturers, members, or any of their lobbyists and attorneys (collectively for this **Section V (A)** only, the proposer), may only discuss matters associated with this 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

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for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract is awarded or all proposals are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, proposers may continue to conduct business unrelated to this solicitation with the City. Proposers are also prohibited from contacting any evaluation panel members about this RFP while this Policy is in effect.

A proposer may discuss its proposal or this RFP with the Mayor and/or one or more members of the Phoenix City Council, provided such meetings are: 1) scheduled through the Procurement Officer identified on page one; 2) conducted in person at 200 West Washington, Phoenix, Arizona, 85003; and 3) 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 will identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful proposer, 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 evaluation panel or selecting authority must be provided in writing to all prospective proposers.

This policy is intended to create a level playing field for all proposers, assure contracts are awarded in public, and protect the integrity of the selection process.

"To discuss" means any contact by a proposer, regardless of whether the City responds to the contact. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will reissue the solicitation. **Proposers that violate this policy will be disqualified.**

B. Materials Submitted

All materials submitted by proposers become property of the City and a matter of public record available for review pursuant to Arizona law. Each proposer must mark any information submitted as part of its proposal that the proposer deems confidential or proprietary (collectively Confidential Information). If the City receives a request to review or disclose such Confidential Information, the City will provide the proposer written notice of the request to allow the proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The proposer must obtain and deliver to the Procurement Officer a court order within seven calendar days of the date of the City's written notice. If no court order is issued and received by the Procurement Officer within the seven-day period, the City may disclose or allow the review of such Confidential Information. If a proposer intends to seek a Court Order to shield its

Confidential Information, the protest period will be extended the same number of calendar days to allow for this process.

C. Award Recommendation

When the award recommendation is posted on the RFP Webpage, the procurement file for this RFP will be available for proposers and the public to review. The procurement file consists of all proposals, the RFP and all addenda, advertising documents, agendas, meeting minutes, presentations (if any), signed conflict of interest statements by evaluation panel members, and evaluation panel consensus scoring.

D. Negotiations

Once the award recommendation has been posted, the City may negotiate business terms with a proposer. The Procurement Officer will provide the recommended proposer with written authorization to negotiate with specific City staff. Communication between the recommended proposer and any City staff or City officials not authorized by the Procurement Officer will still be subject to the Solicitation Transparency Policy listed in **Section V (A)**.

The commencement of negotiations does not commit the City to accept all the terms of the proposal and negotiations may be terminated by the City at any time. These negotiations may result in minor or material changes to the proposal, including both the business terms and the proposed development. Successful negotiations will result in an award recommendation to the City Council and a "Letter of Intent" stating the City's intent to enter a contract with the recommended proposer on specified business terms. Following required approvals, City-drafted contracts addressing business terms and performance benchmarks will be executed between the parties.

City staff alone are responsible for negotiating business terms with recommended proposers. **The terms and conditions of any contract resulting from this RFP process are subject to approval by the Phoenix City Council.**

E. Community Involvement

The recommended proposer must seek community input as needed and make reasonable efforts to address, incorporate or respond to community input.

F. City's Reservation of Rights

The City reserves the right to take any course of action the City deems appropriate at the City's sole and absolute discretion, which may include:

1. Waiving any defects or informalities in any proposal or proposing procedure;
2. Accepting or rejecting any or all proposals or any part of any or all proposals;
3. Canceling the RFP in part or in its entirety;

4. Reissuing the RFP with or without modification;
5. Negotiating with any qualified proposer;
6. Extending the deadline for proposals; and/or
7. Requesting additional information from any or all proposers.

G. City's Right to Disqualify for Conflict of Interest

The City reserves the right to disqualify any proposer that fails to provide information or data requested herein or that provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the City. This disqualification is at the sole discretion of the City. By submission of a proposal hereunder, the proposer waives any right to object now or at any future time, before any body or agency, 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.

Additionally, any proposer or any member or affiliate of a proposing team that currently contracts with the City must be in good standing for its proposal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

H. Preparation Costs

Under no circumstance will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of a contract.

I. Additional Investigations

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal, including, without limitation, information provided by former employees and/or creditors.

J. Proposer Certification and Affidavit

By submitting a proposal, each proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Any proposer unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and -502, the City will require any successful proposer that submits its proposal as a sole proprietorship or as an individual to

complete the [Affidavit of Lawful Presence](#) prior to the award of any contract resulting from this process.

K. Covenant Against Contingent Fees Paid by Proposer

By submitting a proposal, the proposer certifies it has not employed or retained any person or company, other than a member of its proposed team or a bona fide employee working solely for the proposer, to solicit or secure the contract described in this RFP, and that no contract has been made to pay the proposer or any member of its team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. For breach or violation of this certification, the City will have the right to annul any contract entered into with a proposer as result of this RFP without liability, or in its discretion to deduct the contract price or consideration, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

L. No Gratuities

Proposers may not offer any gratuities, favors, or anything of monetary value to any official or employee of the City nor its advisors for the purposes of influencing this selection. Any attempt to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, is grounds for disqualification.

M. Protests

A proposer that submits a proposal that is disqualified may challenge the disqualification by filing a protest within 7 calendar days of the date of the City's notice of disqualification.

An unsuccessful proposer may challenge an award recommendation by filing a protest within 14 calendar days after the award recommendation has been posted on the RFP Webpage. Proposers that have had their proposals disqualified may not protest an award recommendation.

All protests must be in writing, filed with the Procurement Officer listed on page 1, and include all of the following:

1. Name of the RFP challenged;
2. Name, address, and telephone number of the protester;
3. Detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
4. Form of relief requested; and
5. The signature of the protester or its legal representative.

The CEDD Director, or the Director's designee, will not review any supplements or amendments to a proposer's original protest or any additional protests submitted

by the same proposer. The CEDD Director, or the Director's designee, will issue a written decision within a reasonable period of the protest filing. The Procurement Officer may provide copies of the protest and the written decision to the proposer recommended for contract award.

VI. STANDARD CONTRACT PROVISIONS

The submission of a proposal in response to this RFP constitutes the proposer's agreement that any contract resulting from this RFP will be prepared by the City. The submission of a proposal further constitutes the proposer's agreement that it will not insist on the use of standard contracts, documents, or forms, and that it waives any demand for the use of its standard contracts. Pursuant to the City Charter, the language of the contract to be executed will be drafted under the supervision of the City Attorney and will be the controlling document.

A. Indemnification

Proposers must indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of proposer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by proposers from and against any and all claims. It is agreed that the proposer will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Incorporated into any contract that is entered into with the City will be the requirement that the proposer, at its sole cost and expense, will and does hereby indemnify, defend and hold the City harmless from and against any challenge, whether administrative, judicial or otherwise, by any person or entity, to the City's execution or performance under said contract, which indemnification will survive the expiration or earlier termination of said contract.

B. Insurance Requirements

The successful proposer must procure and maintain until all of its obligations have been discharged, including any warranty periods under the future contracts are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the proposer, its agents, representatives, employees, or subcontractors. Insurance

requirements will be outlined within the contract that results from the selection of a successful proposal.

C. Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor that fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each proposer agrees by submitting a proposal that:

1. The proposer and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214 (A).
2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
3. The City retains the legal right to inspect the papers of the proposer or subcontractor employee(s) that work(s) on this contract to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

D. Applicable Law

Any and all disputes arising under any contract to be negotiated hereunder or out of the proposals herein called for will be governed according to the laws of the State of Arizona, and the proposer agrees that the venue for any such action brought to enforce provisions of the contract will be in the State of Arizona.

E. Organization Employment Disclaimer

Any contract entered into as the result of this RFP will not constitute, create, give rise to, or otherwise recognize an agreement or relationship, partnership, or formal business organization of any kind between the City and the proposer as contractor, and the rights and obligations of the parties will only be those expressly set forth therein. The recommended proposer will be required to agree as part of any contract entered into as the result hereof, that no person supplied by it in the performance of the contract is an employee of the City, and further agree that no rights of the City's Civil Service, Retirement or Personnel Rules accrue to any such persons. Any contracting party will have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation and occupational disease compensation insurance unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such party in the performance of the contract and will save and hold the City harmless with respect thereto.

Attachment A
AFFIDAVIT

Assurances

The undersigned proposer hereby submits to the City of Phoenix (City) the enclosed proposal based upon all terms and conditions set forth in the City's Request for Proposals (RFP) and referenced materials. Proposer further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the proposer.

The undersigned proposer acknowledges and states, under penalty of perjury, as follows:

1. The City is relying on proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting agreement.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.
3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any proposer errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer's proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
11. To the best of the proposer's knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

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Legal Status

1. Proposer intends to operate the business as (check one):

- | | | | |
|------------------------------------|-----|----------------------|-----|
| Corporation* | () | Non-Profit 501(c)(3) | () |
| Government Entity | () | Partnership* | () |
| Limited Liability Corporation* | () | Sole Proprietorship | () |
| Other (Please describe: _____) () | | | |

Identify the members, if LLC, partners, if a partnership, or officers, if a corporation, of the proposer (add lines as needed).

For the purpose of this RFP, addenda and exhibits, any questions regarding the principals are referring to the officers, partners and members as disclosed.

2. In the past 10 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence. **Yes () No ()**
3. Has the proposer or any of its principals or its principal's affiliates been declared to be in default under any obligation to or contract with the City? If "Yes," please provide details concerning the nature of the default, including the City contract number. **Yes () No ()**
4. Are there any pending liens, claims or litigation in excess of \$500,000 involving proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors? If "Yes," provide detailed information regarding complaints. **Yes () No ()**
5. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors, been involved in any lawsuits in the past 10 years? If "Yes," provide list. **Yes () No ()**
6. Has the proposer's or any of its principals or its principals' affiliate's contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 10 years? If "Yes," provide name, location, and date of the contract(s). **Yes () No ()**
7. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings. **Yes () No ()**

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References

Proposer shall furnish the names and contact information for 3 clients for whom the proposer is furnishing or has furnished services similar to those described in this RFP. Do not list City of Phoenix employees or officials as references.

1. Company and Reference Name: _____

Telephone and E-Mail: _____

2. Company and Reference Name: _____

Telephone and E-Mail: _____

3. Company and Reference Name: _____

Telephone and E-Mail: _____

Signature(s)

Proposer's Contracting Entity (Legal Name¹): _____

¹The successful proposer must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the proposer.*

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

**Proposal must be signed by an individual authorized to contractually bind the joint venture partner.*

NOTARIZED

Signed and sworn before me this _____, day of _____, _____

Notary Signature: _____ Affix Seal:

My Commission Expires: _____

Attachment B

**CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY DISCLOSURE
FORM**

Each proposer shall complete, sign, and submit this form with its proposal. Any proposal received without this completed and signed form will be disqualified as non-responsive.

1. First Name, Middle Initial, Last Name, Suffix of Proposer’s Authorized Representative (person submitting this disclosure form and submitting the proposal)

2. Contract Information

24th Street and Broadway Disposition and Redevelopment RFP (RFP-CED23-24S)

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

4. List all individuals(s) or entity(ies) that are partners, parent companies, joint venturers, 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, list “N/A.”

5. List all individuals or entities that will be subcontractors on this Contract, including each business name and the owner’s name, or list “N/A” if no subcontractors will be used on this Contract or “TBD” if subcontractors have not yet been identified.

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6. List all attorneys, lobbyists, or consultants retained by any individuals listed in the answers to Questions 3, 4, or 5, assisting with this proposal and/or with securing the contract resulting from this solicitation. If none, list “none.”

7. Disclosure of Conflict of Interest:

Is the proposer or the proposer’s authorized representative aware of any fact(s) with regard to this solicitation or the resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34? City Code Section 43-34 reads:

“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.”

- The proposer and the proposer’s authorized representative are not aware of any conflict(s) of interest under City Code Section 43-34.
- The proposer or the proposer’s authorized representative is aware of the following potential or actual conflict(s) of interest:

8. Notice Regarding Prohibited Interest in Contracts:

[Arizona Revised Statutes \(A.R.S\)](#) Sections 38-501 through 38-511 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.

Although any contract in place at the time a person becomes a public officer or employee may remain in effect, the contract may not be amended, extended,

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modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Is the proposer or the proposer's authorized representative aware of any fact(s) with regard to this solicitation or the resulting contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511?

- The proposer and the proposer's authorized representative are not aware of any conflict(s) of interest under A.R.S. Sections 38-501 through 38-511.
- The proposer or the proposer's authorized representative are aware of the following conflict(s) of interest:

9. Solicitation Transparency Policy (No Contact with City Officials or Staff During RFP Process) Acknowledgements:

- The proposer and the proposer's authorized representative understand that a person or entity seeking or applying for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting City officials and employees, other than the listed Procurement Officer, regarding a business opportunity after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract resulting from this solicitation 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 established by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, as well as in Section V of this solicitation, by a proposer, or its agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy Acknowledgement:

- The proposer and the proposer's authorized representative acknowledge that the City has a Fraud Prevention and Reporting Policy and takes fraud seriously. The proposer or the proposer's authorized representative shall report fraud, suspicion of fraud, or any other inappropriate action to the Phoenix Integrity Line at 602-261-8999 or 602-534-5500 (TDD); or via email to 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 business partners to report wrongdoing or bad behavior.

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Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

The proposer's authorized representative affirms 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 solicitation process or the resulting contract, particularly as it relates to any changes in ownership, the proposer agrees to update this form with the new information within 30 days of such changes. Failure to do so may result in the disqualification of a proposal or be deemed a breach of contract resulting from this solicitation.

Printed Name and Title of Authorized Representative

Authorized Representative's Signature

Date

Proposer's Legal Name (and DBA, if applicable)

**Attachment C
FEDERAL CERTIFICATIONS**

1. Debarment and Suspension Certification

Choose one alternative:

- The proposer certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
 4. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.

OR

- The proposer is unable to certify to all of the statements in this certification and attaches its explanation to this certification. (In explanation, certify to those statements that can be certified to and explain those that cannot.)

The proposer 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 Title 31 U.S.C. Ch. 38 Sec. 3801 and 3802 are applicable thereto.

Executed in [insert city and state]: _____

(Company Name)

Authorized signature and Title (Signature)

2. Lobbying Certification

The proposer certifies, to the best of its knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a federal department or any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification thereof.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contracts to 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 this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction, as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. **Lobbying Certification**
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dated this ____ day of _____, _____

(Company Name)

Authorized signature and Title (Signature)

Attachment D
DEVELOPMENT DETAILS

Name of proposer: _____

Each proposer must complete and submit this form with its proposal.

- Gross Square Footage (SF): _____
- Commercial SF: _____
- Office SF: _____
- Residential SF: _____
- Other SF (detail): _____

- Number of Residential Units: _____
- Number of Units by Residential Type:
 - Rental Units: _____
 - For Sale Units: _____
- Number of Units by Market Type:
 - Affordable: _____
 - Workforce: _____
 - Market Rate: _____

- Number of Hotel Rooms: _____

- Number of Parking Spaces: _____
 - Number of Parking Spaces for Public Use: _____

- Number of Buildings: _____
- Building Height(s) (feet and stories): _____

- Estimated Number of Construction Jobs: _____
- Estimated Number of Permanent Jobs: _____

- Estimated Value of Project: _____

ATTACHMENT E
SITE MAP



**ATTACHMENT F
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) REGULATIONS**

COMPLIANCE WITH FEDERAL REGULATIONS

Project funded, in whole or in part, by Community Development Block Grant (CDBG) funding from the U.S. Department of Housing and Urban Development must comply with the following federal regulations, as enacted, amended, or augmented at the time of award.

A. Federal Labor Standards

Federal labor standards and Davis Bacon labor standards are applicable for this federally funded project. Payment of Davis Bacon wages is required under this contract. The Contractor will adhere to the attached Davis Bacon prevailing wage determination and submit weekly payroll reports to the City of Phoenix Labor Standards Monitor.

1. The Contractor shall comply with the requirements of the Davis Bacon Act, as amended (40 USC 3141-3148), the Contract Work Hours and Safety Standards Act (40 USC 3701-3708), and Federal Labor Standards Provisions Form HUD 4010 (Attached).

2. The following paragraph must be incorporated into all subcontractor agreements, if not certified by this form:

3. THIS PROJECT IS FUNDED IN PART WITH FEDERAL FUNDS. AS A RESULT, DAVIS BACON WAGES APPLY. ALL CONTRACTORS AND SUBCONTRACTORS MUST PAY WORKERS PREVAILING WAGES AND FRINGE BENEFITS AS DETERMINED BY THE FEDERAL GOVERNMENT. THE CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE DAVIS BACON ACT, AS AMENDED (40 USC 3141-3148), THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC 3701-3708), AND FEDERAL LABOR STANDARDS PROVISIONS FORM HUD 4010 (ATTACHED). THIS PROVISION MUST BE INCLUDED IN ALL CONSTRUCTION CONTRACTS AND SUBCONTRACTS.

B. Employment Opportunities For Businesses And Lower-Income Persons:

This clause applies to CDBG construction or rehabilitation of housing or other public construction contracts when the aggregate amount of federal assistance from all sources, including non-CITY sources, is greater than \$200,000.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, are, to the greatest extent feasible, directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with preference for

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both targeted workers living in the service area or neighborhood of the Project and Youthbuild participants, as defined at 24 CFR Part 75 (“Section 3 Regulations”).

2. The parties to this contract agree to comply with HUD’s Section 3 regulations in 24 CFR 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Section 3 Regulations.

3. AGENCY agrees to send to each labor organization or representative or workers with which AGENCY has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice will describe the Section 3 preference and set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, and the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work will begin.

4. AGENCY agrees to include this Section 3 clause in every subcontract subject to compliance with the Section 3 Regulations, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the Section 3 Regulations. AGENCY will not subcontract with any subcontractor where the AGENCY has notice or knowledge that the subcontractor has been found in violation of the Section 3 Regulations.

5. Noncompliance with HUD’s regulations in 24 CFR 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

C. Equal Opportunity – Federal Requirements

The following provisions shall apply to this Contract and any construction contract or subcontract having a value of more than \$10,000:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, or disability. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, national origin, age, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, national origin, age, or disability.
3. The contractor will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

8. The contractor further agrees that it will bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

9. The contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. The contractor further agrees that it will refrain from entering into any contractor or contract modifications subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violations of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order.

11. The contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. Contractor shall comply with the provisions of 41 CFR Part 60-4 relating to Construction Contracts -- Affirmative Action Requirements, in all solicitations and contracts for construction.

D. Contracting with Small and Minority Business, Women Business Enterprises, and Disadvantaged Business Enterprises

Pursuant to national policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, the contractor will take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps will include the following:

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1. Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists;
2. Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources;
3. When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises;
4. Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises;
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required;
6. Comply with the applicable requirements of the City's Small and Disadvantaged Business Enterprise Policy Plan;
7. Include affirmative steps, one through six in any subcontract.

E. Nondiscrimination

A contractor may not, under any program or activity, directly or through contractual or other arrangements, on the ground of race, color, religion, gender, national origin, age, or disability:

1. Deny any facilities, services, financial aid, or other benefits provided under the program or activity.
2. Subject to segregated or separate treatment in any facility in, or in any matter or process related to receipt of any service or benefit under the program or activity.
3. Restrict in any way access to, or in the enjoyment of any advantage or privilege enjoyed by others in connection with facilities, services, financial aid, or other benefits under the program or activity.
4. Treat an individual differently from others in determining whether the individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any facilities, service, or other benefits provided under the program or activity.
5. Deny an opportunity to participate in a program or activity as an employee.

F. Nondiscrimination Based on Disability

No otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in employment, services, housing, building and services accessibility or any other aspects of this program. The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309) and the Americans with Disabilities Act of 1990.

G. Nonsegregated Facilities

By execution of this Contract or subcontract, or the consummation of this material supply agreement, as appropriate, the Contractor, certifies that it does not and will not maintain or provide for employees any segregated facilities at any of its establishments, and that it does not and will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Federal Equal Opportunity clause in this contract.

1. As used in this certification, the term segregated facilities means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.
2. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) identical certifications will be obtained from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
3. Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities. A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provision of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).
4. Note: The penalty for making false statements in offers is prescribed in Title 18 U.S.C. 1001.

H. Clean Air Act (42 U.S.C. 7401 - 7671q) certification if award is over \$150,000.

I. Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387) certification if award is over \$150,000.

J. Energy Policy and Conservation Act (42 U.S.C. 6201)

Contractor will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation

K. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) certification if award is over \$100,000.

L. Asbestos Abatement

Comply fully with the National Emission Standard for Hazardous Air Pollutants (NESHAP) asbestos regulation (Title 40 CFR, Part 61 Subpart M), the Maricopa County Air Pollution Control Regulations Rule 370, Section 301.8, and the Occupational Safety and Health Administration (OSHA) asbestos regulation (29 CFR 1926.1101 Asbestos).

M. Access to Records and Records Retention

The City, HUD, 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 contractor which are pertinent to any activity performed under this contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor shall keep and maintain such books, documents, paper and records for a period of at least three years after all claims and audits arising out of this contract are fully settled and concluded.

N. Conflict of Interest Provisions.

No covered persons who exercise or who have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CITY, the Contractor, or any designated public agency.

O. Comply with all Federal, State and Local laws and regulations, if applicable, including following: all federal and state labor standards, Drug-Free Workplace Act of 1988 (41 U.S.C. 81); Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented;

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Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3702 and 3704), as supplemented; the Americans With Disabilities Act, 42 U.S.C. § 12101 et seq.; Section 504 of the Construction Act of 1973, 29 U.S.C. § 700 et seq.; 24 CFR § 92.354; HUD Handbook 1344.1; all laws relating to health and safety and the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the Resource Conservation and Recovery Act; the Occupational Safety and Health Act; the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157); and any similar or implementing state law or regulations, including but not limited to A.R.S. § 49-201 et seq.; and all laws and regulations relating to the Housing and Economic Recovery Act of 2008 (H.R. 3221), (HERA) and the Emergency Solutions Grants (ESG) Program.

P. Copyright Provisions: Agree that if the project results in a book or other written material, the author is free to copyright the work, but the funder reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this project.

Q. Discovery or Invention Provisions: The undersigned is fully aware that this contract is wholly or partially federally funded, and certifies that any discovery or invention arising out of, or developed in the course of, work aided by this project shall be promptly and fully reported to the funder for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

R. Lead Based Paint Poisoning Prevention Act of 1973

The contractor agrees that exterior and/or interior paints, enamels, and/or primers used on any surface in residential structures constructed or rehabilitated under this contract shall not contain more than 1/2 of 1% lead by weight (calculated as lead metal) in the total nonvolatile content of liquid paints. Contractor further agrees to abide by all federal, state and local rules and regulations now in force or to be enacted in the future pertaining to the lead-based paint including, but not limited to, requirements of 24 CFR 35.10 through 35.25 and 24 CFR 570.608

S. Subcontractor Compliance

Contractor shall obtain statements from its subcontractors certifying compliance with these statutes and shall furnish documents upon request. These warranties shall remain in effect throughout the term of the contract. Should it be discovered that Contractor or its subcontractors are not in compliance with this provision, the Owner or City may pursue any remedies allowed by law, including, but not limited to:

suspension of all activities under this Agreement, termination of the contract by default, and suspension and/or debarment of Contractor. All costs necessary to verify compliance are the sole responsibility of Contractor.

T. Ineligible Subcontractors

Contractors shall not use funds received pursuant to this contract to directly or indirectly employ, award, award contracts to, or otherwise engage the services of, or fund any contractor or subrecipient during the period of debarment, suspension, or placement on ineligibility status under the provisions of 24 CFR Part 24.

U. Procurement of Recovered Materials

In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), the Contractor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

V. Preference for Domestic Procurement

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, The Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

W. Prohibition on Certain Telecommunications Equipment

The Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.

X. Federal Funding Accountability and Transparency Act

The Contractor and all subcontractors will comply with the requirements of 2 CFR Part 25 Universal Identifier and System for Award Management (SAM). All contractors must have an active registration in SAM in accordance with 2 CFR Part 25, appendix A, and have a Data Universal Numbering System (D-U-N-S) number. All contractors 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.

The contractor and all subcontractors are required to register for the following:

1. The Data Universal Numbering System (D-U-N-S number) is a unique nine-digit code assigned by Dun & Bradstreet to identify businesses on a location specific basis. The D-U-N-S number is required for all entities wishing to do business with the federal government. The number is provided free of charge and can be obtained at www.dnb.com.
2. The System for Award Management (SAM) is the Official U.S. Government system that tracks federal contracts, including City's CDBG contracts. The selected contractor and all subcontractors of the request for bids will be required to register at www.SAM.gov prior to receiving a city contract. All contractors must not be debarred or ineligible to receive federal funds.