



CITY OF PHOENIX
Neighborhood Services Departments

REQUEST FOR QUALIFICATIONS (RFQu)
NSD-RFQu-24-003

HUD Environmental Review Consulting Services

PROCUREMENT OFFICER
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SOLICITATION RESPONSE CHECKLIST

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1. SOLICITATION RESPONSE CHECKLIST

1.1 Please read before continuing to the Offer document. This list may not include every requirement; the purpose is to assist Offeror's, however, Offeror's are expected to read and comply with the entire solicitation.

Check each of the following as the necessary action is completed.

- Followed submittal format as stated in Section IV, Item 2.
- Attachments 1-10 have been completed and/or signed and included with the offer.
- Provided the offer content as outlined in Section IV, Item 3.
- Reviewed the insurance requirements for compliance. See Letter of Agreement in Section III, Exhibit B.
- Included signed Solicitation Addenda(s), if applicable.
- Offer signed by an authorized signatory of your organization.
- Reviewed the Letter of Agreement, and Exhibits A-D, in Section III.

1.2 Submit the Offer, via email, by due date and time – City must receive Offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I – INSTRUCTIONS

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SECTION I – INSTRUCTIONS

1. DESCRIPTION – STATEMENT OF NEED

The City of Phoenix (City) invites qualified Offeror's to submit a Statement of Qualifications (SOQ) for the purpose of establishing a Qualified Vendors List (QVL) with experienced professional environmental review consulting services that have a proven track record of completing HUD Part 58 environmental review per HUD's guidelines for implementing the National Environmental Policy Act (NEPA), including analyzing potential impacts of a project, coordinating with various agencies/offices, and evaluating regulatory compliance. The QVL will be for a five (5) year period with the initial period of two years and three (3) one-year options commencing on or about May 1, 2024, in accordance with the specifications and provisions contained herein.

- 1.1. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.
- 1.2. 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. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

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

3. SCHEDULE OF EVENTS

ACTIVITY (All times are local Phoenix time)	DATE/LOCATION
Issue RFQu	Monday, January 22, 2024
Pre-Offer Meeting (virtual)	Wednesday, January 31, 2024 @ 2:00 p.m.
Written Inquiries Due	Thursday, February 1, 2024, by 2:00 p.m. Email to: nsd.procurement@phoenix.gov
Addendum & Q&A Published	Monday, February 5, 2024 @ 5:00 p.m.
Offer Due Date and Time	Wednesday, February 21, 2024, by 2:00 PM <ul style="list-style-type: none"> • Bids must be submitted electronically via email to: nsd.procurement@phoenix.gov • Enter the solicitation number and solicitation title on the subject line of the email when submitting your bid.
Council Approval to Award Contract(s)	Wednesday, April 17, 2024
Contract Start	Wednesday, May 1, 2024

The City reserves the right to change dates and/or locations as necessary.



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4. QVL TERM AND CONTRACTUAL RELATIONSHIP

Offerors are responsible for reading the Letter of Agreement (Section III) and submitting any questions about it in accordance with the process listed in this solicitation. By submitting an offer, each Offeror agrees it will be bound by the terms of the Agreement. The City intends to maintain this QVL through April 30, 2029. However, there is no guarantee that an Offeror placed on the QVL will be hired during the term of the QVL. Notwithstanding the foregoing, the QVL will terminate upon the earliest occurrence of any of the following:

- 4.1. Reaching the end of the QVL term and any extensions;
- 4.2. Completing the services set forth in the Scope of Work (the “Services”);
- 4.3. Termination pursuant to the provisions of the Agreement.

5. PRE-OFFER MEETING

January 31, 2024, 2:00pm

Via WebEx:

More ways to join:

Join from the meeting link:

<https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m87d97c4143aa0151139275773fb7c43c>

Join by meeting number

Meeting number (access code): 2632 709 4321

Meeting password: Msp4427phgF

Tap to join from a mobile device (attendees only)
+1-415-655-0001 US Toll

Join from a video system or application

Dial [26327094321@cityofphoenix.webex.com](tel:26327094321)

You can also dial 173.243.2.68 and enter your meeting number.

Need help? Go to <https://help.webex.com>

6. SCOPE OF WORK

Offeror will provide Environmental Review Consulting Services that will be in accordance with the Scope of Work as set forth in *Section II – Scope of Work*, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. The successful offeror will be expected to have local staff available to conduct site visits and, as needed, in-person



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7. PREPARATION OF OFFER

- 7.1. All forms provided in the Submittal -Section III must be completed and submitted with the offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.
- 7.2. 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.
- 7.3. All time periods stated as a number of days will be calendar days.
- 7.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear by sending an email to **nsd.procurement@phoenix.gov** by the written inquires due date listed in the Schedule of Events. Offerors are 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:
 - 7.4.1. Consider applicable laws and/or economic conditions that may affect progress, performance, or furnishing of the products or services.
 - 7.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 7.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
 - 7.4.4. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
 - 7.4.5. 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.



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8. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Internet access is available at all public libraries. It is the Offeror's responsibility to check the website throughout the entire solicitation period up to City Council Award, read the entire solicitation, and verify all required information is submitted with its offer.

9. 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 as explained in Inquiries.

10. INQUIRIES

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

10.1. No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff or City Council from date of distribution of this solicitation until after City Council awards the contract.

10.2. **All questions concerning or issues related to this solicitation must be presented in writing.** The Procurement Officer will answer written inquiries in an addendum and publish the addendum on solicitations.phoenix.gov.

11. ADDENDA

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

12. 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.



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13. 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.

14. CERTIFICATION

By signature in the offer section of the Offer Form, Offeror certifies:

- 14.1. The submission of the offer did not involve collusion or other anti-competitive practices.
- 14.2. The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
- 14.3. 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.

15. SUBMISSION OF OFFER

- 15.1. Electronic 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 email arrival time.
- 15.2. Please submit your Offer electronically via email to nsd.procurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the Offer was received on or prior to the Due Date and Time listed in the Schedule of Events.
- 15.3. Offers must be submitted electronically via email. The following information should be noted on the subject line of the email:
 - Solicitation Number: NSD-24-003
 - Solicitation Title: Environmental Review Consulting Services
- 15.4. Indicate in the body of the email that you are submitting in response to the identified solicitation. Once submitted, the submission will be deemed a complete submission.
- 15.5. All offers must be completed in ink or typewritten.



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16. 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 to nsd.procurement@phoenix.gov. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the Offer due date.

17. OFFER RESULTS

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

The City will post a preliminary offer tabulation on the City's website, <https://solicitations.phoenix.gov/Awards> within five calendar days of the offer opening. The City 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 the notice of award recommendation. The City has no obligation to provide any further notification to unsuccessful Offerors.

18. PRE-AWARD QUALIFICATIONS

Offerors Statement of Qualifications shall relate specifically to the following items, listed in general order of importance, for evaluation and selection purposes. Offeror must demonstrate:

- 18.1. Knowledge and experience in implementing the National Environmental Policy Act (NEPA) and guidelines for preparing HUD Part 58 Environmental Policy Act (NEPA)s
- 18.2. Technical skills and experience in analyzing potential impacts of a project activity on the human environment, including natural, cultural, and socioeconomic resources, and evaluating compliance with NEPA and related laws and authorities.
- 18.3. Recent experience completing Categorically Excluded Subject to Section 58.5 (CEST) environmental reviews and Environmental Assessments (EAs) in the HUD Environmental Review Online System (HEROS) for HUD-funded projects in HUD Region IX
- 18.4. Local staffing and/or capacity and sufficient resources to complete tasks of the Scope of Work, specifically, but not limited to, site visits and agency record reviews.
- 18.5. Prior to contract execution, the Contractor will submit a complete certificate of



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insurance in the minimum amounts and the coverages as required in Section III – Letter of Agreement, **Exhibit B** of this solicitation. Insurance requirements are non-negotiable.

Each Offeror must demonstrate this minimum qualification in its submittal, or its submission will be disqualified as non-responsive. Offeror may not use a subcontractor’s experience to meet the minimum qualification.

19. 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.

Factors that may be considered by the City include:

- 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;
- Cost;
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation;
- Safety record, including complaints and investigations; and
- Vendor history of complaints and termination for convenience or cause, litigation, or lawsuits.

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.

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 Deputy Finance Director or Department Director. A contract has its inception in the award, which may eliminate a formal signing of a separate contract.

20. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any Offeror based on any real or apparent conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein waives any right to object now or at any future time, before any agency or body, including but not limited to, the City Council of the City of Phoenix or any court.



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21. SOLICITATION TRANSPARENCY POLICY

- 21.1. Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation.
- 21.2. 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.
- 21.3. Offerors may discuss their offer or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 21.4. With respect to the selection of the successful Offerors, the City Manager and City Manager's Office will continue the past practice of exerting no undue influence on the process.
- 21.5. 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.
- 21.6. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected, and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

22. PROTEST PROCESS

- 22.1. 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



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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.

- 22.2. 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.
- 22.3. 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.
- 22.4. 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.
- 22.5. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 22.5.1. Identification of the solicitation number;
 - 22.5.2. The name, address, and telephone number of the protester;
 - 22.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 22.5.4. The form of relief requested; and
 - 22.5.5. The signature of the protester or its authorized representative.
- 22.6. 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.

23. PUBLIC RECORD

All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained



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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.

24. 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.

25. 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 Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

26. CONTRACT AWARD

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. Placement on a list is not a guarantee of work.

27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

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

27.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the



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- solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.
- 27.3. 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.
- 27.4. 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, financial ability, and facilities for conducting the work to be performed.
- 27.5. The Procurement Officer will review each Offer to determine if the Offeror is responsible and responsive. 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.
- 27.6. 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.

28. OFFERS NOT WITHIN THE COMPETITIVE RANGE

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

29. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE

- 29.1. 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.



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- 29.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 29.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation Scope requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 29.4. 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.



SECTION II – SCOPE OF WORK

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1. BACKGROUND

City seeks local consultants with **prior local HUD Region IX NEPA experience** to complete environmental reviews required pursuant to HUD's 24 Code of Federal Regulations (CFR) Part 58 environmental review regulations and a variety of environmental Statutes, Executive Orders, and regulatory citations, for City coordinated projects most of which are undertaken within and throughout the geographic boundaries of the city of Phoenix. These projects involve a variety of activities undertaken, using HUD funds, including but not limited to: single- and multi-family housing acquisition/disposition; single- and multi-family owner-occupied housing rehabilitation; public facility installation/improvement; non-residential building acquisition; rental housing rehabilitation; commercial rehabilitation; residential and commercial demolition; vacant lot acquisition/disposition; foreclosed single-family residential property rehabilitation/disposition; affordable housing development; and, other allowable potentially physically-impacting activities.

2. CONSULTANT'S RESPONSIBILITIES

The Consultant will:

The consultants are to perform work mandated under a variety of environmental statutes, executive orders, and regulations under HUD 24 CFR Part 58 guidelines. Duties would include completing environmental reviews of City-administered HUD-funded projects to determine the activity's impact on the environment and to document compliance with NEPA, HUD environmental review requirements, and related laws and authorities. Compliance factors include, but are not limited to, historic properties, archaeological resources, contamination and toxic substances, environmental justice, air quality, endangered species, floodplain impact, environmental justice, noise, above-ground explosion/flammability hazards, and socioeconomic impact. Consultants will be required to complete environmental reviews in HUD Environmental Review Online System (HEROS).

2.1 Types of environmental reviews to be performed will include the following:

- A. Exempt and Categorically Excluded Not Subject to (CENST) Section 58.5 pursuant to 24 CFR 58.34(a) and 58.35(b)
- B. Categorically Excluded Subject to (CEST) 24 CFR Part 58.35 pursuant to 24 CFR 58.35(a) (broad-level and site-specific)
- C. Tier 2 site-specific environmental reviews
- D. Environmental Assessments (EAs)
- E. Floodplain Assessment pursuant to 24 CFR Part 55.20 (5-step/8-step decision making process)
- F. Limited Facility Investigations
- G. Emergency environmental reviews

2.2 Consultants are encouraged to review the information provided by HUD at the



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following website:

- [HUD Environmental Review Program Overview](#)

2.3 After contract award, consultant shall have staff responsible for completion of environmental reviews register for a HUD Exchange online account (ref: [Create HUD Exchange Account](#)) and then complete HUD's free Web-Based Instructional System for Environmental Review (WISER) ([Web-Based Instructional System for Environmental Review \(WISER\) - HUD Exchange](#)). Proof of training (HUD Exchange transcript) is required. Additionally, registration for HEROS access will be required by consultant staff. (HEROS videos ref: [HEROS "How To" videos](#)).

2.4 After contract award, all new hire qualifications will need to be reviewed and approved by the city prior to working on the contract.

2.5 EXEMPT and CATEGORICALLY EXCLUDED NOT SUBJECT TO SECTION 58.5 (CENST) Pursuant to 24 CFR Part 58.34(a) and 58.35(b)

Work to be performed as part of HUD Region IX NEPA Exempt and CENST environmental review process will include all or most of the following task aspects:

1. Airport Runway Clear Zones and Accident Potential Zone
2. Coastal Barrier Resources - Coastal Barrier Resources Act
3. Flood Insurance - Flood Disaster Protection Act

Upon, or within one (1) business day after receiving an assignment of an Exempt or CENST review, consultant will begin the environmental review to include the above components.

Exempt or CENST reviews must be completed and submitted to the City within four (4) business days of the original request.

2.6 CATEGORICALLY EXCLUDED SUBJECT to (CEST) 24 CFR Part 58.35 pursuant to 24 CFR 58.35(a) (tiered and site-specific)

Work to be performed as part of the HUD Region IX NEPA CEST environmental review process, including Broad Level/Tier-1s and site-specific Tier 2s will include all or most of the following task aspects:

1. On-site/in-field windshield survey of proposed site-specific project location, including driving through nearby streets to document the environs. Digital pictures of project location and environs are expected.
2. Through windshield survey of site-specific project location, identification/documentation of nearby visible explosive or flammable substance facilities/containers.



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3. Most assignments require multiple PDF and Word documents be prepared and routed electronically (via email to the City Historic Preservation Office (CHPO) /City Archeological Office (CAO), and Office of Environmental Programs (OEP) per their submittal standards. Completion of timely submittals to these departments is necessary to fulfill the Assignment Completion requirements of this Request for Qualification (RFQu) (see section below).
4. Using online tracking systems, databases, and maps, including the Arizona Department of Environmental Quality (ADEQ) UST/LUST and the U.S. Environmental Protection Agency (EPA)'s NEPAassist/Enforcement and Compliance History Online (ECHO) databases, identify visible toxic substances, chemical waste dumps, landfills, industrial sites or any other facilities capable of or currently documented as releasing toxic chemicals, hazardous wastes or radioactive materials at or within a one-mile radius of the site-specific project location.
5. Upon, or no later than 24-hours after, assignment of an environmental review, conduct a pre-screening of documented facilities, identified through the aforementioned item, to ascertain currently out-of-compliance commercial/industrial facilities that would require further investigation through completion of Limited Facility Investigation (see Task F). Emailed concurrence/input will be obtained from the department's Environmental Review Officer (ERO) ERO as to the immediate need for/assignment of completion of a Limited Facility Investigation.
6. If required, with prior written approval of the department's ERO, complete a Limited Facility Investigation for out-of-compliance facility(ies) identified in the records review.
7. Conduct a detailed visual and map-based analysis of above-ground storage tanks (AGSTs) within a one-mile surrounding area of the proposed project location as instructed on an as-needed basis depending on the activity. Screenshots showing measured distance from project location and close-ups of suspected AGSTs are expected for each suspect location. All data shall be emailed to ERO for final determination as to risk to proposed project location.
8. Complete City of Phoenix Clean Water Act §404, EO 11990, and Biological Resources Housing/NSD CEST Checklist and attach supporting documentation for submittal to the City's Office of Environmental Programs (OEP) pursuant to the current Clean Water Act Section 404, EO 11990, and Biological Resource Evaluation Process for City of Phoenix HUD-Funded Projects. Supporting documentation shall include project details include a description of the proposed project activities; photographs of the project site; aerial maps outlining the direct project site; drawings/plans (if available); U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) Official Species List that identifies the potential presence of candidate, threatened, or endangered species or critical habitat and covers at least the analysis area; USFWS National Wetland Inventory



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(NWI) maps that cover the analysis area; and Arizona Game and Fish Department (AGFD) On-line Environmental Review Tool (OERT) results. Task may include suitable habitat evaluations.

9. Creation of area maps, using screenshots, from Maricopa County and City of Phoenix online databases.
10. Through creation of a Federal Emergency Management Agency (FEMA) FIRMETTE (ref: [FEMA Map Service Center](#)), identify the project site in relation to FEMA designated Special Flood Hazard Areas.
11. Certain projects may require a noise assessment – preliminary noise evaluation; project-specific calculations to determine on-site noise levels per HUD standards (ref: Noise Assessment Guidelines and Noise Level User Guide); Barrier Performance Module (BPM) evaluations using HUD’s online calculator; detailed Sound Transmission Classification calculations utilizing HUD’s STraCAT tool may be requested for analysis.
12. When undertaking a CEST, complete the CEST form document package.

Exceedance of RFQu submitted quote price for CEST will not be allowed without prior written approval by the department’s ERO. Allowance for exceedance of CEST reviews will be determined on a task-specific basis, e.g., extemporaneous analysis of an environmental criterion is identified during completion of a task and deemed necessary by the department’s ERO to complete original task. Allowance for exceedance of quote price may be granted at consultant’s hourly rate or may involve submittal of a quote for additional task effort, prior to assignment of additional task allowance by department’s ERO. **Additionally, CEST will be completed within fifteen (15) calendar days of written/emailed/HEROS assignment, barring unforeseen, non-consultant (e.g., City) consultation delays occurring through completion of the CESTs.**

2.7 TIER 2 SITE-SPECIFIC ENVIRONMENTAL REVIEWS

In addition to the tasks mentioned in Section B, work to be performed as part of the HUD NEPA Tier 2 site-specific environmental review process will include all or most of the following task aspects:

13. When undertaking a Tier 2 site-specific review process, complete the Tier-2 document package. The tiered departmental programs described at the beginning of this Section require individual Tier-1 analysis – the outcome of this is a required Tier 2 analysis specific to the tiered program.

After full evaluation and inclusion of all tiered departmental programs, certain Tier 2 analyses may involve the following compliance factors: Airport Hazards, Flood Insurance, Air Quality, Contamination and Toxic Substances, Endangered Species Act, Historic Preservation, Noise Abatement and Control, Wetlands, Environmental Justice. Depending on specific criteria tiered, the department’s ERO task assignment and required package completion will be made either as part of the ‘short form’, or ‘long



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form' task, or when more accurately reflective of needed effort to complete the site-specific task/package, the task will be assigned as a full CEST site-specific review.

14. Exceedance of RFQu submitted quote price for Tier 2 site-specific reviews will not be allowed without prior written approval by the department's ERO. Allowance for exceedance of Tier 2 reviews will be determined on a task-specific basis, e.g., extemporaneous analysis of an environmental criterion is identified during completion of a task and deemed necessary by the department's ERO to complete original task. Allowance for exceedance of quote price may be granted at consultant's hourly rate or may involve submittal of a quote for additional task effort, prior to assignment of additional task allowance by department's ERO. Additionally, Tier 2 site-specific reviews will be completed within fifteen (15) calendar days of written/emailed assignment, barring unforeseen, non-consultant (e.g., City) consultation delays occurring through completion of the Tier 2 site-specific environmental reviews.

2.8 ENVIRONMENTAL ASSESSMENTS 24 CFR Part 58

The City will request separate cost-based proposals for projects that may require broad-level or site-specific environmental assessments (EAs). Consultants will be given at least seven (7) days to respond to a request for a proposal for a specific EA project. It is possible that not all consultants on the RFQu would be utilized on an ongoing basis. Work to be performed as part of the EA process may include:

1. Consultations - evaluation of; documentation of compliance; and/or, identification of mitigation measures, in consultation with City of Phoenix staff/specialists only (i.e., no oversight agency/non-City of Phoenix consultation is expected, with the potential exception of contacting local school districts/hospitals/medical agencies on a project-specific basis.
2. Noise assessment – preliminary noise evaluation; project-specific calculations to determine on-site noise levels per HUD standards (ref: [Noise Assessment Guidelines](#) and [Noise Level User Guide](#)); Barrier Performance Module (BPM) evaluations using HUD's online calculator; detailed Sound Transmission Classification calculations utilizing HUD's [STraCAT](#) tool may be requested for analysis.
3. Contamination and toxic substances–review online EPA and ADEQ databases and conduct site visit to identify toxic or hazardous substances in proximity to the project area.
4. Completion of assessment document to department's ERO environmental quality/accuracy standards.
5. Reliance upon expertise of consultant's individual(s) completing EA analysis, from a legal standing, regarding completion of the environmental assessment review process as needed and necessary.



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6. Documentation – compilation of source documentation and project findings/outcomes in the project's environmental review record (ERR) and submittal in HEROS.
7. Review of public comments received during EA review public comment periods; review of EA document relevant to comments; and development of project documents to address comments, if necessary.
8. As needed and requested by the department's ERO, obtainment of quote(s) from external subject matter expert(s) for completion of a detailed environmental review criterion analysis/report, to support EA completion and Finding of No Significant Impact/Finding of Significant Impact (FONSI/FOSI) outcome.

Please note: Work requested as part of the EA process will not include the following:

- Coordination of NEPA/HUD-required advertising and public consultation process, except for the aforementioned public comments review item.

The required HUD NEPA EA document would be based on the format (subject to updating by HUD) in HEROS or in HUD Exchange. This document contains 35 environmental criteria (*as of winter 2023*) which require evaluation with full documentation and reference to: the technical/professional source (person/document/site visit); the criteria finding as a result of the criteria evaluation; and the criteria determination outcome specifying either the meeting of compliance as-is, or the requirement for project mitigation.

Also, through usage of several internal interdepartmental agreements and formalized compliance documents, oversight agency consultation is not expected to be needed for completion of each EA document: with the potential exception of contacting local school districts/hospitals/medical agencies - only internal City resources are expected to be consulted to document compliance with the 35 environmental criteria.

Criteria conclusions relying upon assumptions/opinions of the assessor are not acceptable. All determinations must point back to bona-fide, reliable sources/resources and these must be included in the appendix to the EA via document reference, internet website reference, telephone summaries, other studies completed, etcetera. A Finding of No Significant Impact (FONSI) is the desired outcome for all EA-level efforts. Project mitigations/conditions of approval to achieve this outcome are acceptable, with the criterion outcome reflecting this mitigative/conditional need. Needed mitigations and outcomes shall be approved by the department's ERO, prior to completion of the EA compilation process.

The consultant selected for a project will participate in an initial project kick-off/data gathering meeting, at which time project background information and relevant documents will be provided by the City. Detailed project updates from the consultant's staff member completing the assessment document are to be emailed weekly to confirm progress and to provide an opportunity for City staff to provide direction and/or assistance where needed.



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The draft EA should be reassigned to ERO in HEROS between 60 – 90 calendar days (depending on the type of EA, project-specific or area-wide) after the initial project kick-off meeting. The specific calendar day requirement will be determined by the City on a project-specific basis and revealed during individual RFQu solicitations. Request for revisions, if needed, will be made within seven (7) calendar days of the City's receipt of the draft EA. The revised EA will be reassigned to ERO within seven (7) calendar days.

For EA tasks completed in HEROS all verifiable source reliance documentation shall be uploaded in HEROS for each criterion, per HUD HEROS specifications – a hardcopy of the final EA document is not required. However, in the event that HEROS is not accessible, the consultant will provide one signed, comb-bound, double-sided hardcopy, one Adobe PDF file copy, and one Microsoft Word (*.docx format only) file copy of the final environmental assessment document will be provided to the department's ERO upon completion.

Allowance for exceedance of the proposal price may be granted at consultant's hourly rate or may involve submittal of a quote for additional task effort, prior to assignment of additional task(s) by department's ERO if additional research, analysis and/or or agency consultation is required to complete the EA.

2.9 FLOODPLAIN ASSESSMENT PURSUANT TO 24 CFR PART 55.20 (5-Step/8-Step Decision Making Process)

The completion of the Federal Emergency Management Agency (FEMA) 24CFR Part 55 5-Step/8-Step Floodplain assessment document may be required, per HUD standards (ref: [Environmental Review – Floodplain Management and 8-Step Process](#)). The 8-Step public consultation/advertising component, if needed, would be coordinated by the department's ERO.

2.10 LIMITED FACILITY INVESTIGATIONS

A limited facility investigation of a listed out-of-compliance facility, which may be required during completion of, an environmental review, shall consist of:

1. Conducting on-line research to document facility background information, including ownership / organization, size, location, industry / services, history, and standings with Arizona Corporation Commission and Better Business Bureau.
2. Conducting a street-side site visit to the facility to observe and photo-document the current site conditions.
3. Conducting an onsite visit of the facility when allowed by the facility owner/operator.
4. Interviewing the facility owner/operator via in-person, phone and/or email. A reasonable number of attempts to contact the facility will be made and documented in the report.



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5. Contacting/visiting the ADEQ and/or the Maricopa County Air Quality Department (MCAQD) and/or contacting the EPA – Region 9 (California) to obtain file documents on current compliance issue at facility.
6. Completion of a concise summary report/letter (usually 4-8 pages) containing documentation/summary of online facility background research (e.g., printout of facility website home page), field visit, facility contact efforts and follow-up, and; compliance/follow-up documentation obtained from ADEQ/MCAQD/EPA (e.g., obtained copied/PDF oversight agency files/audit pictures,). Prior to first assignment, an example ERO-accepted report will be provided to consultant for referencing as to expected content/format/etcetera. The final report with attachments should be submitted to ERO as a PDF file and also in the ERR package when review is complete.

The compilation of the Limited Facility Investigation report is estimated at ten (10) person-hours for completion. Exceedance of RFQu submitted Limited Facility Investigation quote price will not be allowed without prior written approval by the department's ERO. Allowance for exceedance of Limited Facility Investigation will be determined on a task-specific basis, e.g., extemporaneous analysis of environmental data is identified during completion of a task and deemed necessary by the department's ERO to complete original task. Allowance for exceedance of quote price may be granted at consultant's hourly rate or may involve submittal of a quote for additional task effort, prior to assignment of additional task allowance by the department's ERO. The Limited Facility Investigation report will be completed within fifteen (15) calendar days of written assignment, barring unforeseen, non-consultant (ADEQ/MCAQD/EPA) consultation delays occurring through completion of the Limited Facility Investigation. The need to complete a Limited Facility Investigation shall be identified early in the site-specific review and should not extend the completion of the review by an additional 15 (fifteen) calendar days, rather the two time allowances should overlap. This process needs to be closely coordinated with the department's ERO.

2.11 EMERGENCY ENVIRONMENTAL REVIEWS

Due to the program nature, expediting completion of the environmental review package may be required. Expedited reviews are considered as 'emergency reviews' and will require completion within 24-hours of assignment. Neighborhood Services and Housing Departments have agreements in place with environmental review reliant City departments, e.g., CHPO, CAO, and OEP, to ensure fulfillment of the expedited nature of these projects. Consultant staff are expected to ensure close coordination with the ERO and City staff to meet the expedited review completion requirement. ERO will endeavor to contact consultant prior to assignment to verify that staff are available to undertake an emergency review.



SECTION II – SCOPE OF WORK

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2.12 ANCILLARY SERVICE

The City may request a separate cost-based proposal for a special assignment due to a new project, HUD initiative etc. where research and analysis may need to be performed. The City would request a quote based on the hourly rate to perform the function. Approval from the City would be required to perform this function.

3. CITY'S RESPONSIBILITIES

The City Will:

- 3.1. Review and approve reports upon receipt for completeness in accordance with the project;
- 3.2. Process payments upon submission of an accurate invoice in accordance with the contractual pay terms;
- 3.3. Inform the Consultants of any concerns or potential changes in a timely manner.

4. General non-HUD NEPA experience is NOT considered as qualifying to fulfill the unique requirements of the HUD NEPA documentation/compliance process. Particular HUD NEPA experience includes required skills and knowledge in the following areas:

- 4.1. Knowledge, experience, and the ability to interpret and apply more than 20 major statutes, Executive Orders and technical/regulatory regulations to the 33 environmental criteria as part of the HUD NEPA environmental review process. This includes (not a comprehensive listing) HUD Environmental Review Regulations, the National Environmental Policy Act, the National Historic Preservation Act, Executive Orders on Floodplain Management, Protection of Wetlands, Airport Clear Zones, Noise Control Act, Clean Air Act, Clean Water Act, CERCLA, SARA, RCRA, American Society of Testing Materials Standards, Endangered Species, and regulations on minimizing environmental hazards for HUD-assisted projects.
- 4.2. Knowledge, experience, and skills involving the application of environmental science, engineering, and chemistry principles and practices as required by the various HUD NEPA regulations/requirements.
- 4.3. Experience and ability in establishing relations and maintaining a high level of coordination with the various federal, state, county and local offices charged with implementing and monitoring environmental regulations. For example, the ADEQ, the Arizona SHPO, Phoenix's CAO, CHPO and OEP.

Experience and skill in researching and preparing detailed, technical, complex reports and documents; precisely communicating research, findings and conclusions in writing; explaining complex technical environmental information; providing supporting material and documentation; and, producing documents that can withstand public scrutiny.



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**NEIGHBORHOOD
SERVICES
DEPARTMENT**

To Preserve, Enhance & Engage Phoenix Neighborhoods



Ms./Mr. [\[Insert individual's name if applicable\]](#)
[\[Insert company name\]](#)
[\[Insert address\]](#)

Re: Letter of Agreement for Environmental Consulting Services for:
[\[Department Name\]](#)
[\[Name of Application/Project\]](#)

Dear Ms./Mr. [\[Insert name\]](#):

This letter of agreement (“Agreement”) is entered by and between the City of Phoenix (“City”) and [\[Insert legal name of company\]](#) (“Contractor”), effective on the date of the last signature below to authorize payment for the services described in Exhibit A.

Payment and Term

In consideration of the performance of services described in Exhibit A, the City will pay Contractor an amount not to exceed [\[Insert dollar amount in text\]](#) (\$ [\[Insert numeric amount to be paid\]](#)). All services set forth in Exhibit A will be completed by [\[Insert date\]](#), unless this time is extended in writing by the City.

The City will pay Contractor upon completion of all services as specified in Exhibit A and after receipt of an invoice by the City. The City agrees to pay Contractor within forty-five days after approval of the invoice.

Professional Competency

Contractor represents that it is familiar with the nature and extent of this Agreement, the services to be performed in Exhibit A, and any conditions that may affect its performance. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is organized and financed to perform the services. Contractor agrees that the services will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor’s profession currently practicing in the same industry under similar conditions.



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Employment Disclaimer

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual.

Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individual and will save and hold harmless the City with respect thereto.

Insurance

Contractor and subcontractors must deliver to the City, prior to commencement of the Services provided under this Agreement, a certificate of insurance acceptable to the City in the amounts and form specified in Exhibit B. Failure of Contractor and subcontractors to maintain insurance during the term of the Agreement, including renewal options, is a material breach and may result in immediate termination of this Agreement without notice. Insurance requirements are subject to periodic review and adjustment by the City.

Background Checks

Contractor will comply with the background check requirements set forth in Exhibit C.

Termination

City may terminate this Agreement, without cause, upon thirty days prior written notice and will pay Contractor the prorated amount for services rendered as of the date of the notice of termination. No payment will be made for loss of anticipated profits or unperformed services.

Governing Law/Venue

This Agreement will be construed in accordance with the laws of the State of Arizona. Any judicial enforcement of the terms and conditions of this Agreement will be in a court of competent jurisdiction in Maricopa County, Arizona.

Discrimination Prohibited

Contractor agrees to abide by the provisions regarding discrimination in the Phoenix City Code Chapter 18, Article V as amended.



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Compliance with Laws; Additional Requirements

Contractor must comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. This Agreement is subject to the additional requirements as set forth in Exhibit D, attached and incorporated by reference.

APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

By: _____
Spencer J. Self
Neighborhood Services Director

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:
Julie M. Kriegh, City Attorney

By: _____
Paul Li
Assistant Chief Counsel

[Insert Legal Name of Contractor]

By: _____
[Type Name of Signatory]
[Type Title of Signatory]

Date: _____



SECTION III – LETTER OF AGREEMENT

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**EXHIBIT A
SCOPE OF WORK**

[to be inserted prior to contract execution.]



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EXHIBIT B INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. DEFENSE AND INDEMNIFICATION

Contractor (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Contract. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount 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 as 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 agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. INSURANCE REQUIREMENTS

The City in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

2.1. 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



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agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

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

2.2. 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.

2.2.1. 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

- a. The policy shall be endorsed to **include coverage for sexual abuse and molestation.**
- b. 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 Agreement.
- c. 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.
- d. City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- e. The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.



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2.2.2. Automobile Liability

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

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

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

2.2.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability:	
Each Accident	\$500,000
Disease – Each Employee	\$500,000
Disease – Policy Limit	\$1,000,000

- 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.

2.2.4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.

Contractor warrants that any retroactive date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended reporting period will be



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exercised for a period of two (2) years beginning at the time work under this Contract is completed.

2.3. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City. Such notice shall be sent directly to the **City of Phoenix Department information to be inserted prior to contract execution** and shall be sent by certified mail, return receipt requested.

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

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

All certificates required by this Agreement must be sent directly to **City of Phoenix Department information to be inserted prior to contract execution**. 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 Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**



**EXHIBIT C
BACKGROUND SCREENING REQUIREMENTS**

1. BACKGROUND SCREENING:

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

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

1.2. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts: Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

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

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



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2. BACKGROUND SCREENING – STANDARD RISK:

- 2.1. Determined Risk Level:** The current risk level and background screening required is **STANDARD RISK LEVEL**
- 2.2. Standard Risk Level:** A standard risk background screening will be performed when the Contract Worker’s work assignment will:
- require a badge or key for access to City facilities; or
 - allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
 - allow unescorted access to City facilities during normal and non-business hours.
- 2.3. Requirements:** The background screening for this standard risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker’s proposed date of hire.
- 2.4. Contractor Certification; City Approval of Background Screening:** Unless otherwise provided for in the Scope, Contractor will be responsible for:
- determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,
 - for reviewing the results of the background check every five years; and,
 - to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
 - Submitting the list of qualified Contract Workers to the contracting department.
 - For sole proprietors, the Contractor must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Agreement apply.
 - By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. Also, by executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.



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**EXHIBIT D
APPLICABLE FUNDING SOURCE
SUPPLEMENTAL TERMS AND CONDITIONS**

[to be inserted prior to contract execution.]

Will consist of one of the following, at a minimum:

- D-1 - Emergency Solutions Grant Supplemental Terms and Conditions
- D-2 - Community Development Block Supplemental Terms and Conditions
- D-3 - Small Dollar Purchase (Applicable for Housing projects only)



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EXHIBIT D-1 EMERGENCY SOLUTIONS GRANT SUPPLEMENTAL TERMS AND CONDITIONS

1. PROCUREMENT OF RECOVERED MATERIALS

1.1 In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 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.

1.2 Paragraph (a) of this clause will apply to items purchased under this Agreement where: (1) the Contractor purchases in excess of \$10,000 of the item under this Agreement; 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.

2. DEBARMENT AND SUSPENSION

Contractor agrees to abide by Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 31 CFR Part 19. The City may, by giving written notice Contractor, immediately terminate this Agreement if the City determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Contractor will include a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180 and 31 CFR Part 19. Contractor agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, Contractor agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration (“GSA”).



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3. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

3.1. Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and labor surplus area firms, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include the following:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

4. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352)

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



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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, 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.

5. NONDISCRIMINATION

Contractor will carry out its responsibilities in compliance with the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (42 USC 2000d), as amended, the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 610107), and the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (19 USC 794) and the Americans with Disabilities Act, compliance with the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157), and compliance with 24 CFR § 5.105(a). If Contractor employs 15 or more employees, it will comply with the provisions of 24 CFR Part 8 that require Contractor to adopt a Section 504 grievance procedure, provide notice to its participants, applicants and employees, and perform an annual self-evaluation. Contractor will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required by Title VI of the Civil Rights Act of 1964 and Executive Order 13166.



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6. HATCH ACT

Contractor will comply with the Hatch Act, 5 USC 1501-1508, and must ensure that no funds provided, nor personnel employed under this Agreement, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.

7. VIOLENCE AGAINST WOMEN ACT

Contractor will comply with the core statutory protections of VAWA that prohibit denial or termination of assistance or eviction solely because an applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking in accordance with 24 CFR § 576.409.

8. AWARD TERMS

Contractor will comply with the ESG-CV award terms and conditions forth in the U.S. Department of Housing and Urban Development Award Terms and Conditions and Notice CPD-21-05 (April 14, 2021), attached hereto, and any applicable guidance that may be issued during the term of this subaward.

9. SEAT BELT

Pursuant to EO 13043 (4/16/1997), Increasing the Use of Seat Belts in the US, Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

10. 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).

11. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

11.1. In accordance with 41 U.S.C. 4712, Contractor may not discharge, demote, or otherwise discrimination against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.



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11.2. The list of persons and entities referenced in the paragraph above includes the following:

- (1) A member of Congress or a representative of a committee of Congress
- (2) An Inspector General;
- (3) The Government Accountability Office;
- (4) A federal employee responsible for contract or grant oversight or management;
- (5) An authorized official of the Department of Justice or other law enforcement agency;
- (6) A court or grand jury; or
- (7) A management official or other employee of the City, Contractor, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

11.3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

12. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

If applicable, the Contractor will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Contractor must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Unique Entity Identifier (UEI) number. The Contractor 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.

13. FEDERAL IMMIGRATION AND NATIONALITY ACT

The Contractor/ shall comply with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees during the term of this Agreement. The Contractor shall maintain Employment Eligibility Verification Forms (1-9) as required by the U.S. Department of Labor. At the City's discretion, the City may request verification of compliance. If the Contractor does not comply with this requirement, the City retains the right to pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension and/or debarment of the Contractor. The Contractor shall bear all costs necessary to verify compliance.

14. ENERGY EFFICIENCY

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 Act (42 U.S.C. 6201 et seq.).



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15. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

15.1. Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by Contractor shall constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and shall constitute sufficient reason for termination of this Agreement by the City.

15.2. Prior to entering into and during the time period covered by this Agreement, Contractor shall disclose any information related to the preceding paragraph. This disclosure requirement shall also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section shall constitute a default.

16. PREFERENCE FOR DOMESTIC PROCUREMENT

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, 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).

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

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.

18. 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.



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EXHIBIT D-2 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SUPPLEMENTAL TERMS AND CONDITIONS

1. POLITICAL ACTIVITIES:

The Contractor will not use Community Development Block Grant funds (“CDBG funds”) to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. The Contractor may, however, use a facility financed with CDBG funds on an incidental basis to permit political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

2. 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).

3. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY:

3.1. Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City or other public entity by the Contractor will constitute an event of default or breach of this Agreement for purposes of Section 3, unless previously approved by the City in writing, and may constitute sufficient reasons for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

3.2. Prior to entering into this Agreement and during the time period covered by this Agreement, the Contractor will disclose any information related to the preceding paragraph. This will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

4. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:

4.1. Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and labor surplus area firms, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include the following:



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- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

5. ENERGY EFFICIENCY:

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 Act (42 U.S.C. 6201 et seq.).

6. BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):

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

- 6.1.** 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.
- 6.2.** 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



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member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.

- 6.3.** 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 will 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.

7. PROCUREMENT OF RECOVERED MATERIALS:

- 7.1.** In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 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.
- 7.2.** 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.

8. DEBARMENT AND SUSPENSION

The Contractor agrees to abide by Executive Orders 12549 and 12689, Debarment and Suspension, and implementing regulations found at 2 CFR Part 180 and 2 CFR Part 2424. The City may, by giving written notice to the Contractor, immediately terminate this Agreement if the City determines that the Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The Contractor will include a term or condition in all related contracts and subcontracts described in 2 CFR Part 180, Subpart B that the award is subject to 2 CFR Part 180



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and 2 CFR Part 2424.

The Contractor agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, the Contractor agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration (“GSA”).

9. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

9.1. In accordance with 41 U.S.C. 4712, Contractor may not discharge, demote, or otherwise discrimination against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to federal contract (including the competition for or negotiation of a contract) or grant.

9.2. The list of persons and entities referenced in the paragraph above includes the following:

- a. A member of Congress or a representative of a committee of Congress
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A federal employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court or grand jury; or
- g. A management official or other employee of the City, Contractor, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

9.3. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):

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



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CFR part 170 Reporting Subaward and Executive Compensation Information.

11. PREFERENCE FOR DOMESTIC PROCUREMENT

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, 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).

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT

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.

13. 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.



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**EXHIBIT D-3
SMALL DOLLAR PURCHASE
(APPLICABLE FOR HOUSING PROJECTS ONLY)**

CHAPTER 5. SMALL PURCHASE PROCEDURES

5.1 General (24 CFR 85.36(d)(1))

Small purchase procedures are a simplified method for acquiring supplies, materials, and services (including professional and construction) that do not exceed the PHA's small purchase threshold. These procedures are the simplest method of procurement and will be used for the vast majority of a PHA's purchases.

5.2 Small Purchase Dollar Limits

- A. PHAs shall establish a dollar threshold for individual small purchases in their Procurement Policy. The threshold may not exceed the Federal small purchase threshold (currently, \$100,000), or any lower dollar value set by the State or locality having jurisdiction over the PHA. In no case may the PHA adopt a State- or locally- approved threshold that exceeds \$100,000.
- B. PHAs may also establish a separate Micro Purchase threshold of up to \$2,000 per purchase.

5.3 Competition Requirements (24 CFR 85.36(c)(1))

- A. **Purchases Above the Micro Purchase Limit.** The PHA must solicit price quotes from an adequate number of qualified sources (generally defined as not less than three, except in the case of Micro Purchases, below). The PHA's Procurement Policy shall state any specific policy (e.g., requirement for three offers).
- B. **Micro Purchases.** PHAs may award Micro Purchases without soliciting competitive quotations if the Contracting Officer considers the price to be reasonable (e.g., based on recent research, experience, or purchases). To the extent practicable, PHAs shall distribute Micro Purchases equitably among qualified vendors.
- C. **Prohibition Against Bid Splitting.** The Contracting Officer shall not break down requirements aggregating more than the small purchase threshold (or the Micro Purchase threshold) into multiple purchases that are less than the applicable threshold (commonly called 'bid splitting' or "unbundling") merely to permit use of the small purchase procedures or avoid any requirements that apply to purchases that exceed those thresholds. However, larger requirements may be broken into smaller ones to afford small and minority businesses the opportunity to participate in the PHA's procurements. The Contracting Officer should document in the contract file the reasons for breaking down larger requirements into smaller ones.

5.4 Method of Solicitation

Quotations for small purchases may be obtained in writing (hard copy or email), orally, by fax, via catalogs, by letter, through electronic means, e.g., the Internet, through paid advertisement, or by displaying the solicitation in a public place. The method should be appropriate to the purchase (e.g., obtaining price quotes

by phone for a commercially available supply item). PHAs may establish in their Procurement Policies dollar thresholds or other requirements for the use of written and oral solicitations. Written solicitations are used when it is necessary to provide vendors with detailed information that cannot be conveyed orally (e.g., by phone), or with detailed quotation evaluation information. The Contracting Officer should determine the best method, given the situation.

5.5 Quotation Evaluation (24 CFR 85.36(f))

- A. **Price Reasonableness.** Before making an award, the Contracting Officer must determine that the proposed price is fair and reasonable. For most small purchases, price analysis is sufficient to make that determination. In cases where the PHA purchases services or items of a non-commercial nature (e.g., a special training course designed for the PHA's employees), submission of cost details and a cost analysis may be needed (see Chapter 10, section 10.3).
1. **Micro-Purchases.** Price analysis normally consists of comparing the quoted price to prices recently paid for the same or similar items, price lists, or catalog prices. The signature of the Contracting Officer on the Purchase Order or contract signifies the Contracting Officer's determination that the price is reasonable, based on prior purchases of a similar nature or other sources of information.
 2. **Other Small Purchases above the Micro Purchase Level.** Generally, price analysis will consist of a comparison of quotations to each other and to other sources of pricing information (e.g., past prices paid, catalog prices, etc.). If only one response is received, the Contracting Officer should include a statement of reasonableness in the contract file. This statement may be based on market research, comparison of the proposed price with prices found reasonable on previous purchases, current price lists, catalogs, or advertisements, a comparison with similar items in a related industry, the Contracting Officer's personal knowledge at the time of purchase, comparison to the ICE, or any other reasonable basis. Only in rare cases would the Contracting Officer conduct a cost analysis (a non-commercial type purchase unique to the PHA's needs, such as a training course for PHA accounting personnel).
- B. **Other Factors.** If using "price and other factors" to determine award, the Contracting Officer has broad discretion in fashioning suitable evaluation procedures. In these situations, the Contracting Officer should ensure that quotations can be evaluated in an efficient and minimally burdensome fashion.

Competitive proposal type procedures (e.g., formal evaluations, determining competitive ranges, conducting detailed negotiations, or requesting best and final offers) should not be used for small purchases. Contracting Officers may use information such as their knowledge of, and previous experience, with the supply or service being purchased, the vendor's past performance for the PHA, or customer surveys to evaluate

the quotation.

Evaluating Contractor Responsibility. PHAs must make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. For small purchases, where payment is generally made only after full delivery/completion of the job, the Contracting Officer has broad latitude in evaluating contractor responsibility, including the Contractor's personal knowledge of, or past experience with, the vendor. The signature of the Contracting Officer on the Purchase Order or contract signifies the Contracting Officer's determination of responsibility is satisfactory.

C. Documentation (24 CFR 85.36(b)(9))

1. **Purchases Above the Micro Purchase Threshold.** Documentation should be kept to a minimum. PHAs should retain information supporting their purchases (paper or electronic) to the minimum extent and duration needed for management review purposes (tracking purchasing activity, etc.). The following illustrate the extent to which quotation information should be recorded:
 - a. Oral solicitations. The contracting office should establish and maintain records of oral price quotations sufficient to reflect clearly the propriety of placing the orders at the price paid with the particular vendor. In most cases, this effort will consist merely of showing the names of the vendors contacted and the prices and other terms and conditions quoted by each.
 - b. Written solicitations. Limit written records of solicitations or offers to notes or abstracts that show prices, delivery, references to printed price lists used, the vendors contacted, and any other pertinent information.
 - c. Special situations. Include additional statements—
 - i. Explaining the absence of competition if only one source is solicited; or
 - ii. Supporting the award decision if other than price-related factors were considered in selecting the vendor.
2. **Micro Purchases.** If competitive quotations are solicited and award is made to other than the low quote, documentation to support the purchase may be limited to identification of the solicited vendors and a brief explanation for the award decision.

5.6 Petty Cash Purchases

- A. **General.** Petty cash funds are to be used for very small, one time purchases. If utilized, petty cash funds should be established in the PHA's Procurement Policy and should be sufficient to cover very small purchases over a reasonable period (for instance, one month).

- B. **Petty Cash Policy.** A Petty Cash Policy must (1) be in compliance with **24 CFR 85.36**, including the small purchase method, (2) establish the overall amount of the fund, (3) establish the maximum amount for each purchase, and (4) either establish the appointment of one or more individuals as Petty Cash Administrators or the procedures for appointing such individuals.

5.7 Purchasing Cards

- A. **General.** Purchasing cards (including debit or credit cards) are a payment method and not necessarily a method of procurement, as defined in this handbook. Purchasing cards can be helpful in reducing transaction costs. Purchasing card usage, however, should follow the rules for all other small purchases. For example, the Contracting Officer may use a purchasing card for Micro Purchases without obtaining additional quotes provided the price is considered reasonable. However, for amounts above the Micro Purchase level, the Contracting Officer would generally need to have obtained a reasonable number of quotes before purchasing via a purchasing card.
- B. **Card Management/Internal Controls.** When using purchasing cards, PHAs should adopt reasonable safeguards and procedures to assure that they are used only for intended purposes (for instance, limiting the types of purchases or the amount of purchases that are permitted with credit cards). PHAs should also make sure that they have guidelines for selecting merchants/vendors, tracking purchases, and card payment/settlement procedures.

5.8 Bonding Requirements

There are no requirements for bid, payment, or performance bonds for small purchases.

5.9 Purchase Orders

- A. **General.** Most purchases under the small purchase method will be done via a Purchase Order sent or given to the contractor to initiate delivery of the item(s) or performance of the service(s). The issuance of a Purchase Order by the PHA and its acceptance by the contractor (either through performance or signature on the purchase order) constitute a contract. It is crucial, therefore, that the Purchase Order clearly specify the item(s) or service(s) being purchased and the terms and conditions of the purchase.
- B. **Form.** Purchase Orders are usually issued on a standard PHA form. While HUD does not prescribe any specific form, the Purchase Order will generally contain information regarding scope of work/service to be provided, price, delivery, method of payment, inspection, and acceptance. However, additional terms and conditions may be added depending on the nature and complexity of the work requested. Mandatory provisions are listed below in paragraph 5.10. PHAs should make sure that they include all necessary contract clauses in their Purchase Orders or in their Request for Quotes, providing the latter are referenced, and made part of, the Purchase Order.

5.10 Standardized Forms/Mandatory Contract Clauses

- A. **General.** Except in the case of bid specifications and contracts for construction or maintenance work in excess of \$2,000 (see paragraphs B and C, below), small purchases, including purchase orders, are subject only to the mandatory clauses contained in Table 5.1.

PHAs may be further bound by certain State or local requirements (See Chapter 13). Other than these Federal, State or locally-mandated provisions, PHAs should include language with any small purchase that is necessary and appropriate, consistent with good business practice. In addition to Table 5.1, HUD has developed forms which contain the contract clauses required for small purchases related to construction and maintenance work. The use of the Table and these forms are described in the paragraphs below.

- B. **Mandatory Requirements for Construction Contracts greater than \$2,000 but not more than \$100,000.** PHAs must incorporate the clauses contained in form HUD-5370-EZ, General Conditions for Small Construction/Development Contracts, and the applicable Davis-Bacon wage decision. Form HUD-5370-EZ has been designed for small construction jobs. PHAs may use form HUD-5370 in lieu of the HUD-5370-EZ if the former is more appropriate given the nature of the work.
- C. **Mandatory Requirements for Maintenance Contracts (including nonroutine maintenance work) greater than \$2,000 but not more than \$100,000.** PHAs must incorporate the clauses contained in Table 5.1; Section II of form HUD-5370-C, General Conditions for Non-Construction Contracts, and the applicable HUD wage decision.
- D. **Acceptable Methods of Incorporation.** PHAs may utilize any one or any combination of the following methods to incorporate mandatory clauses and applicable wage decisions into bid specifications and contracts. PHAs may:
1. Attach the Table 5.1, HUD form(s), and/or wage decisions, as printed;
 2. Incorporate the clauses/text of the applicable HUD form and wage decision into other documents (e.g., into the PHA's own forms) that are bound/attached to the contract (and bid specifications, if applicable) or incorporated by reference (see paragraph 3, below).
 3. Incorporate the clauses or HUD forms and/or any applicable Davis-Bacon or HUD wage decision by reference. The reference must be specific as to the exact clauses or form(s) that are incorporated, and where the clauses or forms(s) may be accessed or obtained (e.g., HUDClips, PHA web site). A Davis-Bacon wage decision may be incorporated by reference to www.wdol.gov and to the specific number, modification number, and date of the wage decision. HUD maintenance wage decisions are not available at HUD's web site; however, a PHA may post any applicable HUD wage decision to its own web site and reference that site. PHAs must provide hard-copies of any referenced clauses, forms, and/or wage decisions on request.

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i)** and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

Energy Efficiency. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall 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 shall 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 period of time; (2) fail to meet reasonable performance standards, which shall 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.

(b) Paragraph (a) of this clause shall 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.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

- (a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.
- (b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

5.11 Use of Indefinite-Delivery Contracts

PHAs may avoid making repetitive small purchases by awarding indefinite-delivery contracts, sometimes referred to as “blanket” or “open-end” contracts. Indefinite-delivery contracts are used when the PHA has a recurring need (e.g., cleaning supplies), but needs to order supplies and services and have them delivered as needed within a specific time period (e.g., one year). The contract specifies what the PHA may buy and establishes the prices.

The PHA then orders the supplies or services from the contractor as needed. This type of contract avoids the administrative cost of making numerous separate purchases (see Chapter 10, paragraph 10.1.C.3 for guidance on the use of these contracts).

5.12 Negotiations

Small purchases procedures are not sealed bidding. Therefore, Contracting Officers may, and are encouraged to, negotiate price and other terms of purchases (see Chapter 7 for more information on negotiations), when appropriate. PHAs may not alter or negotiate changes to mandatory contract clauses (see section 5.10).

5.13 Rejection and Notification of Unsuccessful Offerors

In the handling of offers that are not accepted, PHAs are encouraged to follow good business practices. For example, for many small purchases, and particularly Micro Purchases, vendors typically understand that if they are not notified fairly quickly of an award, they did not win the quote and a rejection letter is not necessary. PHAs should determine when such formality is appropriate.

5.14 Appeals

The PHA’s procurement policy should indicate the type of appeal processes to be used for small purchases. PHAs are encouraged to adopt informal appeal procedures for these types of purchases.

5.15 Receiving Goods/Services and Approving Payments

PHAs should establish systems for ensuring that the items required by contract are received in accordance with contract terms. Payments should also be processed promptly to allow for prompt payment discounts, where applicable, and to otherwise maintain good relations with contractors.



SECTION IV – SUBMITTALS

CITY OF PHOENIX

SECTION IV – SUBMITTALS

1. COPIES

- 1.1 **Please submit one (1) original of the Submittal Section and all other required documentation via email.** Submit each tabbed section in its own PDF file as outlined in Sections 2 and 3 below. **Do not submit one large PDF document of your submission.**
- 1.2 **Please submit only the Submittal Section, do not submit a copy of the entire solicitation document.** This offer will remain in effect for a period of one hundred eighty (31) calendar days from the offer opening date and is irrevocable unless it is in the City's best interest to do so.
- 1.3 **Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email.** Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit, and your email cannot be sent. The City's e-mail server size limit to receive e-mails is 150MB.

2. OFFER SUBMITTAL FORMAT

The electronic offer should be:

- Typewritten or ink 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;
- Submitted with a table of contents with the following major sections in separate PDF documents clearly labeled accordingly:

Tab 1 Cover Letter

Tab 2 Firm Qualifications

Tab 3 Qualifications and Experience of Key Personnel Regarding HUD NEPA Environmental Experience

Tab 4 Cost Proposal

Tab 5 Overall Quality / Responsiveness/References

Tab 6 Other Required Submittals

Tab 7 Signed Addenda(s)



SECTION IV – SUBMITTALS

CITY OF PHOENIX

- 3. OFFER CONTENT:** The Offer should be clear, concise and demonstrate your ability to provide the services. The Offer must include the following and be submitted according to the sequence below:

3.1 Tab 1 – Cover Letter

In this Section, Offeror shall provide following information:

Question 1

A letter of introduction with a brief description of your firm, indicating the location of primary office for the performance of the services, the type of firm, areas of specialization, project lead, and any staff members who would participate in the analysis, meetings, and report.

Include a company name, a contact name and title, contact information, and any sub-contractors who would be used.

- a. A brief history, description of the entity/firm submitting the offer, and years in business.
- b. The name, title, telephone number and email address of the individual within your firm who will be the City’s primary contact concerning this RFQu.
- c. The primary contacts name, title, telephone number and email address for each subcontractor who will perform work under this contract.
- d. Any additional information that would serve to distinguish the entity/firm from other entities/firms submitting offers.
- e. The cover letter must be signed by the individual(s) authorized to bind your firm contractually. Indicate the title or position that the signer holds within your firm. The City reserves the right to reject an offer that contains an unsigned cover letter.

Question 2

Certificate or copy of web-page from the Secretary of State, Arizona Corporation Commission, System for Award Management, business license, or any supporting documentation which shows your firm’s legal entity name.

3.2 Tab 2 – Firm Qualifications

In this Section, Offeror shall provide a narrative response that addresses the following key points:



SECTION IV – SUBMITTALS

CITY OF PHOENIX

Question 3

- a. Number of years and type of experience providing environmental consulting services.
- b. Provide a description of your firm's organization, team makeup including subconsultants and the resumes of partners, principals, associates and other key staff proposed to provide services to the City and indicate how their skills and experience will be relevant to the project.

Question 4 Describe firm's experience and qualifications in environmental compliance and permitting, specifically NEPA compliance and documentation for federally funded projects. A detailed list of projects should be included in response to Question 5 below.

Question 5

Provide a detailed list of HUD and relevant environmental review projects in the last two (2) years, specifying the contracting entity, funding source, type of review, federal agency oversight.

Question 6

Describe the Offeror's infrastructure and experience managing federal and local environmental reviews.

Question 7

Describe, in detail, the process your firm will utilize to conduct the actual environmental review process, including quality control procedures.

3.3 Tab 3 – Qualifications and Experience of Key Personnel Regarding HUD NEPA Environmental Experience

In this Section, Offeror shall provide a narrative response that addresses the following key points:

Question 8

Provide qualifications, resumes, and highlight relevant experience of person(s) that will perform the environmental reviews listed in Section II of this RFQu.

Question 9

Knowledge and experience in HUD RNEPA environmental review requirements and guidelines, including related laws and authorities, and documenting analysis and findings using HUD forms/formats. Emphasis should be place on local Phoenix experience.



SECTION IV – SUBMITTALS

CITY OF PHOENIX

Question 10

Availability of local personnel to conduct the types of environmental reviews listed in Section II of this RFQu.

3.4 Tab 4 – Cost Proposal

In this Section, Offeror shall provide the following:

Question 11

On Attachment 9 provide a unit price for each of the types of Environmental Reviews to be performed, see Section II, Consultants Responsibilities in the Scope of Work.

In addition, on Attachment 9 list the labor categories/job titles of key staff utilized on this contract and the associated hourly rate of pay you propose for providing Environmental Consulting Services.

NOTE: The proposed rate should not include taxes. The City will pay all applicable taxes. For the purposes of determining the lowest cost, the city will not take tax into consideration. Taxes must be listed as a separate item on all invoices. Additionally, rates will be initially effective for the first contract year. The successful Offerors will have an opportunity to request rates/unit price increases at the end of each contract year. Increases are subject to the City's approval.

Question 12

Complete and submit **Attachment 10 – Fiscal Ability Questionnaire**.

3.5 Tab 5 – Overall Quality / Responsiveness/References

In this Section, Offeror shall complete and submit the following documents:

- a. References of completed projects that includes the name(s), phone numbers, location, and beginning & ending dates of the projects listed for reference.



SECTION IV – SUBMITTALS

CITY OF PHOENIX

3.6 Tab 6 – Other Required Submittals

In this Section, Offeror shall complete and submit the following documents:

- a. Attachment 1 – Payment Terms & Options
- b. Attachment 2 – Signed Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- c. Attachment 3 – Signed Confidential Information Form
- d. Attachment 4 – References
- e. Attachment 5 – Signed Offer Form
- f. Attachment 6 – Signed Solicitation Conflict & Transparency Disclosure Form
- g. Attachment 7 – Signed Affidavit of Lawful Presence Form
- h. Attachment 8 – Signed SF424B Assurances Non-Construction Programs
- i. Attachment 9 – Cost Proposal
- j. Attachment 10 – Fiscal Ability Questionnaire

3.7 Tab 7 – Signed Addenda(s)

In this Section, Offeror must acknowledge receipt of all solicitation addenda(s) by signing and **submitting the entire addenda(s)** with the offer.



**ATTACHMENT 1
PAYMENT TERMS & OPTIONS**

CITY OF PHOENIX

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

- Contractor offers a prompt payment discount of either ____% 30 days or 0 % 45 days to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.



**ATTACHMENT 2
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

CITY OF PHOENIX

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

Offeror certifies, by submission of this Offer 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 Offeror is unable to certify to any of the statements in this certification, such participant must attach an explanation to this solicitation.

OFFEROR 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:

Title of Authorized Official:

Date:



**ATTACHMENT 3
CONFIDENTIAL INFORMATION FORM**

CITY OF PHOENIX

CONFIDENTIAL INFORMATION FORM

By checking this box, the Offeror acknowledges that they are not providing any information they declare to be confidential or proprietary.

If Offeror has submitted any information they declare to be confidential or proprietary, please describe below.

Page Title	Confidentiality and Proprietary Information

Note: use additional pages as necessary.

Print Name

Title

Authorized Signature

Date



**ATTACHMENT 4
REFERENCES**

CITY OF PHOENIX

Provide three(3) references you have provided similar services for in the past two (2) years. Include name, contact information, type of service(s) and dates of service. Do not use the City of Phoenix as a reference.

REFERENCE 1			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 2			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 3			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			



**ATTACHMENT 5
OFFER FORM**

CITY OF PHOENIX

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 solicitation and any written exceptions in the offer.

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, Bidder 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 Bidder 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.

Enter City's Registration System ID Number
Located at City's eProcurement website (see SECTION I
- INSTRUCTIONS - CITY'S REGISTRATION)

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

(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____
City, State and Zip Code _____
Telephone Number _____
Company's Fax Number _____
Company's Toll Free # _____
Email Address _____



**ATTACHMENT 6
SOLICITATION CONFLICT & TRANSPARENCY
DISCLOSURE FORM**

CITY OF PHOENIX

This form must be signed and submitted to the City and all questions must be answered or your submittal may be considered non-responsive.

1. Name of person submitting this disclosure form.			
First	MI	Last	Suffix
2. Contract Information			
Solicitation # or Name: RFQu-22-MSD-62 Grant Writing Services			
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)			
4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.			
5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.			
<input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission. <input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:			
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.			



**ATTACHMENT 6
SOLICITATION CONFLICT & TRANSPARENCY
DISCLOSURE FORM**

CITY OF PHOENIX

7. Disclosure of conflict of interest:

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:

8. Notice Regarding Prohibited Interest in Contracts

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).

- 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:



**ATTACHMENT 6
SOLICITATION CONFLICT & TRANSPARENCY
DISCLOSURE FORM**

CITY OF PHOENIX

9. Acknowledgements

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**.

10. 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.

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



**ATTACHMENT 7
AFFIDAVIT OF LAWFUL PRESENCE BY MAIL
(ENGLISH)**

CITY OF PHOENIX

Your completion of this form is required by Arizona state law. A.R.S. §§ 1-501 and -502.

I, _____ (print full name exactly as on document), hereby affirm, upon penalty of perjury, that I have made a true and accurate copy of the document checked below, that I have attached that copy to this Affidavit for purposes of mailing both documents to the City, that I am lawfully present in the United States, and that I am the person stated on the document. *(select one category only)*

- Arizona driver license issued after 1996.
Print first four numbers/letters from license:
- Arizona non-operating identification license.
Print first four numbers/letters:
- Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____; Place of birth: _____
- United States Certificate of Birth Abroad.
Year of birth: _____; Place of birth: _____
- United States Passport.
Print first four numbers/letters on Passport:
- Foreign Passport with United States Visa.
Print first four numbers/letters on Passport:
Print first four numbers/letters on Visa:
- I-94 Form with a photograph.
Print first four numbers on I-94:
- USCIS Employment Authorization Document (EAD).
Print first four numbers/letters on EAD:
or Perm. Resident Card (acceptable alternative):
- Refugee Travel Document.
Date of issuance: _____; Refugee country: _____
- U.S. Certificate of Naturalization.
Print first four digits of CIS Reg. No.:

Office Use Only	Employee Name:	Ref. No.:
Promptly report all observed violations of federal immigration law to: azicereport@dhs.gov		
<input type="checkbox"/> Reported violation (check if applicable and attach copy of email to this form)		

JHH/amt/#835519/

Rev. 12/2016 (JMK/lmg)



**ATTACHMENT 7
AFFIDAVIT OF LAWFUL PRESENCE BY MAIL
(ENGLISH)**

CITY OF PHOENIX

- U.S. Certificate of Citizenship.
Date of issuance: _____; Place of issuance: _____
 - Tribal Certificate of Indian Blood.
Date of issuance: _____; Name of tribe: _____
 - Tribal or Bureau of Indian Affairs Affidavit of Birth.
Year of birth: _____; Place of birth: _____
- Signed: _____ Dated: _____

Office Use Only	Employee Name:	Ref. No.:
Promptly report all observed violations of federal immigration law to: azicereport@dhs.gov		
<input type="checkbox"/> Reported violation (check if applicable and attach copy of email to this form)		

JHH/amt/#835519/

Rev. 12/2016 (JMK/lmg)



**ATTACHMENT 8
SF424B ASSURANCES – NON-CONSTRUCTION
PROGRAMS**

CITY OF PHOENIX

[attached on the following page.]

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION 	DATE SUBMITTED

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**ATTACHMENT 9
COST PROPOSAL**

CITY OF PHOENIX

**UNIT PRICING FOR TYPES OF ENVIRONMENTAL REVIEWS
TO BE PERFORMED**

TASK	UNIT PRICE
Exempt / CENST	\$
CEST – Broad Level (Tier 1)	\$
CEST – Site Specific	\$
Tier 2 Site Specific	\$
Environmental Assessment	\$
Floodplain Assessment	\$
Limited Facility Investigation	\$
Emergency Environmental Review – Tier 2	\$
Emergency Environmental Review – CEST	\$

**HOURLY RATES OF KEY STAFF
EXPECTED TO PERFORM WORK ON CONTRACT**

LABOR CLASSIFICATION	HOURLY RATE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$



**ATTACHMENT 10
FISCAL ABILITY QUESTIONNAIRE**

CITY OF PHOENIX

1. Please check the type of organization:
 - Non-Profit (501(c)(3))
 - Other Non-Profit _____
 - Government Entity
 - Sole Proprietorship
 - Partnership
 - Corporation
 - Other _____ If non-profit is checked, what year was it incorporated as a 501(c)3?

2. If you checked Non-Profit 501(c)(3), which section was your organization qualified under per your Internal Revenue Service Determination Letter?
 - 509(a)(1)
 - 509(a)(2)
 - 509(a)(3)
 - 509(a)(4)

Administrative

In accordance with the administrative requirements of this contract, please respond to the following:

1. Does your agency maintain a manual regarding **Human Resources** policies and procedures?
 - Yes
 - No

If answer is yes, when was it last updated? _____

- If yes, does the **Human Resources Manual** contain at a minimum?
 - Policies that require records to contain an employee's application for employment, job title and description, hire and termination date, salary/wage rates, performance appraisals, and effective dates of personnel actions affecting any of these items?
 - Yes
 - No
 - Policies that require proper time and attendance records for employees maintained to support all salaries and wages paid?



**ATTACHMENT 1
FISCAL ABILITY QUESTIONNAIRE**

CITY OF PHOENIX

- Yes
- No
- Policies that require the agency utilize a formal process that an employee's leave time be earned and taken?
 - Yes
 - No

2. Does your agency maintain a manual regarding a **Procurement** policies and procedures?

- Yes
- No

If yes, when was it last updated? _____

If yes, does the **Procurement Manual** contain at a minimum?

- Limits by which a formal bidding process must be used for goods or services purchased with contract dollars?
 - Yes
 - No
- Code of Conduct that addresses Conflicts of Interest as it relates to procurement?
 - Yes
 - No
- Requirements that staff who expend contract dollars be familiar with these procedures?
 - Yes
 - No

Financial

In accordance with Code of Federal Regulations 2 CFR 200, please respond to the following:

1. If awarded a contract, does your organization have sufficient funds to meet obligations while awaiting reimbursement from the City of Phoenix



**ATTACHMENT 1
FISCAL ABILITY QUESTIONNAIRE**

CITY OF PHOENIX

Neighborhood Services Department?

- Yes
- No

2. Has your organization gone through a bankruptcy?

- Yes
- No

3. Have any contracts ever been terminated for default or non-performance?

- Yes
- No

If yes, please explain.

4. Has your organization ever been debarred from contracting?

- Yes
- No

5. Are there any lawsuits, judgments, liens, tax deficiencies, or claims pending against your organization?

- Yes
- No

6. Does the amount your organization receives from all Federal sources, warrant that an Annual Single Audit in accordance with A-133 be performed?

- Yes
- No

If yes, what is the date of the most recent completed single audit?

7. Does your organization have a “Cost Allocation Plan”? This is the tool used to determine how specific costs are distributed and charged across one or more funding sources.

- Yes
- No

If yes, please attach.



**ATTACHMENT 1
FISCAL ABILITY QUESTIONNAIRE**

CITY OF PHOENIX

8. Does your organization maintain a manual regarding **Financial** policies and procedures?
- Yes
 - No

If yes, when was it last updated? _____

If yes, does the **Financial Manual** contain at a minimum?

(A) Minimum Accounting Standards such as:

- Maintaining separate accounts for each grant or contract?
 - Yes
 - No
- Supporting entries to general or subsidiary ledgers by keeping original books of entry such as cash disbursement journals or cancelled checks?
 - Yes
 - No
- Maintaining adequate supporting documentation for all contract expenditures, including copies of invoices, statements, sales tickets, billings for services, deposit slips, lease/rental agreements, mortgages, and/or any other documentation that, in any way, affect contract expenditures.
 - Yes
 - No
- Tracking contract expenditures against the approved budget amount within the approved period.
 - Yes
 - No

(B) Minimum Cash Management Standards such as

- Identifying first and second signature authority for cash disbursements by maintaining current memo on file
 - Yes
 - No
- Controlling use of checks to prevent misuse?
 - Yes
 - No



**ATTACHMENT 1
FISCAL ABILITY QUESTIONNAIRE**

CITY OF PHOENIX

- Separating responsibilities of staff who initiate purchases versus staff who approve vendor invoices and/or sign checks
 - Yes
 - No

- Reconciling bank account statements at least once a month.
 - Yes
 - No

(C) Minimum Payroll Standards such as:

- Requiring written authorizations when:
 - New employees are added
 - Existing employees have changes in rates of pay
 - Existing employees are removed from payroll
 - Employees' payroll deductions
 - Accounting distributions set up of employees' payroll costs
 - Payroll time sheets prior to paying employee

- Maintaining Payroll registers, labor distribution reports, and payroll master control reports.
 - Yes
 - No