

REQUEST FOR PROPOSAL

RFP FY24-086-07 (DRW)

TO ISSUE UP TO 250 U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT PROJECT-BASED VOUCHERS

City of Phoenix

Housing Department

251 W. Washington St., 4th Floor

Phoenix, AZ 85003

RELEASE DATE: January 30, 2024

DEADLINE FOR QUESTIONS: February 12, 2024, 3:00 pm

RESPONSE DEADLINE: March 1, 2024, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

david.wisniewski@phoenix.gov

City of Phoenix
REQUEST FOR PROPOSAL

To Issue up to 250 U.S. Department of Housing and Urban Development
Project-Based Vouchers

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B – Submittals – References rev 2-2023

C – Submittals – Conflict of Interest and Transparency rev 2-2023

D – Submittals – Debarment & Exclusion rev 2-2023

E – Submittals – Offer Page rev 3-2023

F – Submittals Acceptance Form 2023 rev 2-2023

1. INSTRUCTIONS

1.1. Introduction

Summary

The City of Phoenix, Arizona (the “City”), through its Housing Department, is seeking proposals from qualified organization(s) (each a “Offeror”) interested in utilizing federal rental subsidy for new construction housing developments for eligible individuals and families under the U.S. Department of Housing and Urban Development’s (“HUD”) Project-Based Voucher (“PBV”) program including, but not limited to regular PBV projects, supportive housing, Veterans, or special populations.

The term of the Housing Assistance Payment (“HAP”) contract under the PBV program will be up to twenty years in accordance with PBV contract terms (§ 8(o)(13)(F) and (G) of 1937 Act and §§ 106(a)(4) and (5) of HOTMA) and is subject to future availability of funding.

The City reserves the right to make multiple awards on a per property basis in the best interest of the City.

Contact Information

David Wisniewski

Housing Manager - Contracts and Procurement

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

Department:

Housing

Timeline

Release Project Date	January 30, 2024
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Pre-Proposal Meeting (Non-Mandatory)	<p>February 7, 2024 Via Webex 2/7/24 Join information</p> <p>Meeting link: https://cityofphoenix.webex.com/cityofphoenix/j.php?MTID=m849ab73b9f1149f2f3b6bf1b49c1ae48</p> <p>Meeting number: 2631 408 6478 Password: JPKMGaJd272</p> <p>Join by phone +1-415-655-0001 US Toll</p> <p>Access code: 2631 408 6478</p>
Question Submission Deadline	<p>February 12, 2024, 3:00pm</p> <p>Submit questions to hou.procurement@phoenix.gov</p>
Proposal Submission Deadline	<p>March 1, 2024, 3:00pm</p>

1.2. Scope of Work

I. INTRODUCTION

1. Overview of Request for Proposals

The City of Phoenix, Arizona (the “City”) through its Housing Department is seeking proposals from qualified organization(s) (each a “Offeror”) for new construction housing utilizing the following:

Up to 250 Project-Based Vouchers (“PBV”) from Section 8 Housing Choice Vouchers (HCV) for regular PBV projects as well as projects for supportive housing, Veterans, or special populations subject to approval, availability, and funding by HUD.

Under the HCV program, the Housing Department is authorized to provide subsidy to units under a Housing Assistance Payment (“HAP”) contract through the PBV program for an initial term of up to twenty years. PBVs provide rental assistance that assists affordable housing owners and developers with a longer-term agreement to provide rental assistance.

This RFP will accept proposals for Project-Based Vouchers including proposals for supportive housing, Veterans, or special populations which can include, but are not limited to, victims of domestic violence and human trafficking, disabled persons, persons experiencing homelessness, etc. Due to escalating prices in the current rental housing market, the Housing Department proposes to issue an RFP for PBVs to incentivize and sustain affordable housing in Phoenix.

For the HCV program, this RFP is established for the purposes of implementation of the PBV program as outlined in 24 CFR Part 983 as administered by HUD.

2. Housing Department Overview

The City, through its Housing Department, provides and promotes diversified housing opportunities and enriches the quality of life for low- to moderate-income families, seniors, and persons with disabilities by developing, managing, and subsidizing affordable housing.

With approximately 126 full-time employees, the Housing Department administers a variety of programs to continue its mission and fulfill its goals and the City's responsibilities as the City of Phoenix Public Housing Authority for the HUD. As a Public Housing Authority, the City owns approximately 5,300 units of public housing and other affordable housing facilities and manages over 7,400 Housing Choice Vouchers. These programs provide homes to over 35,000 Phoenix residents.

II. SCOPE OF SERVICES

This RFP will seek proposals from qualified organizations to utilize federal rental subsidy for new construction housing developments for the following:

Up to 250 Project-Based Vouchers from Section 8 HCVs for regular PBV projects as well as projects for supportive housing, Veterans, or special populations, subject to approval, availability, and funding by HUD.

Individual awardees may be awarded no less than five (5) or more than twenty-five (25) PBVs subject to HUD approvals.

It is possible that as the City works its way down the list of offerors who will receive award recommendations, that the amount remaining may not match the amount requested. In such a case, the City will verify with that offeror whether they are willing to accept the lower available number of vouchers.

All services must be performed in a manner that is consistent with the City Charter and City Code as well as the City's policies and procedures, and the successful Offeror(s) will be monitored by appropriate staff. The services must also comply with all applicable federal and state laws including, but not limited to, HUD rules and regulations.

The contingent selection of award(s) will be identified in March 2024, with formal recommendation for award(s) presented to the Assisted Housing Governing Board in June of 2024, subject to approval, availability, and funding by HUD.

All units will be subject to Housing Quality Standards (HQS) inspection and must pass prior to tenant occupancy.

If Contractor intends to utilize Low Income Housing Tax Credit (“LIHTC”) funding, Contractor must secure funding by the next LIHTC round. If the Contractor does not intend to utilize LIHTC funding, the Contractor must provide proof of other funding by December 31, 2024, or the award will expire.

1. How a PBV Subsidy Works

In regard to PBVs, the City of Phoenix Housing Department will be responsible for administering the vouchers through a Housing Assistance Payment (“HAP”) Contract. The City enters into a HAP contract with an owner for units in existing, newly constructed, or rehabilitated housing. For new construction or rehabilitation projects, the parties will execute an Agreement to enter into the HAP Contract (“AHAP”). The HAP governs the flow of subsidy to the Project for the assisted units, explains the roles and responsibilities of all parties, term, penalties, and other matters. It is highly recommended that any Offeror that is interested in the program review the HAP and, if applicable, AHAP, prior to submitting their proposal. It is in the best interest of all parties that all are fully aware of program requirements and the roles of all parties prior to becoming involved with the PBV program.

2. Site Selection Requirements

- Must comply with 24 CFR 983.57;
- In full compliance with Housing Department Agency Plan and Administrative Plan. Both can be found on the City website at <https://www.phoenix.gov/housing/brochures-reports>;
- Consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities;
- In full compliance with the applicable laws regarding non-discrimination and accessibility requirements;
- Have accessibility to transit, employment opportunities and key neighborhood assets, i.e. grocery stores, banks, parks, etc.;
- Include utilities in the contract rent when applicable. For tenant supplied utilities, the tenants must establish in their own names and they will receive a utility allowance;
- Proposed sites for new construction will be visited to ensure that construction activities have not been initiated prior to the awarding of any PBV vouchers and the signing of the AHAP;
- Must meet HUD regulations for site and neighborhood standards;
- PBV projects must be compliant with all Federal Labor Standards and [Davis Bacon Act requirements, Section 3 requirements](#), and will be required to have a federal environmental review completed (24 CFR Part 58) prior to any construction-related activities taking place. The environmental review process typically takes 6 months to complete, and HUD must issue an Authority to Use Grant Funds (AUGF);

- The Project will also be subject to a subsidy layering review. This is a review performed by HUD to look at the various development funding sources for a property that will receive further HUD financial assistance through the Housing Assistance Payment contract with the City;
- Must meet HQS site standards;
- The AHAP contract will be executed in accordance with the following conditions: a) prohibition of excess subsidy as verified by a completed subsidy layering review; b) environmental approval as verified by a completed environmental review; and c) prohibition on commencement of construction after proposal submission. The HAP contract will be executed upon timely completion of the project, including submitting required evidence of completion, compliance with Housing Quality Standards (HQS), and any additional requirements under the AHAP;
- Sites must be in the City of Phoenix.

3. Environmental Review

Activities under the PBV program are subject to HUD environmental regulations and may be subject to review under the National Environmental Policy Act by local authorities.

The City will not enter into an AHAP with an owner, and the City, the owner, and its contractors will not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities until a federal environmental review is completed (24 CFR Part 58), which typically takes 6 months to complete. HUD must issue an Authority to Use Grant Funds for the project, as defined in §983.3(b).

Housing units and/or projects that are NOT eligible for PBV assistance and will not be eligible for development partnership include:

- Shared Housing
- Units on the grounds of a penal, reformatory, medical, mental, or similar public or private institution
- Nursing homes or facilities providing continuous psychiatric, medical, nursing service, board and care, or intermediate care (assistance may be approved for a dwelling unit in an assisted living facility that provides home health care service such as nursing and therapy for residents of the housing);
- Units owned or controlled by an educational institution or its affiliate and designed for occupancy by the students of the institution;
- Manufactured homes;
- Transitional housing;
- Owner-occupied housing;
- Units occupied by an ineligible family;

- Subsidized housing types determined ineligible in accordance with HUD regulations (see 24 CFR 983.54).

4. Subsidy layering requirements

For new construction projects, the City will provide PBV assistance only in accordance with HUD subsidy layering regulations (24 CFR 4.13) and other requirements. Subsidy layering reviews (SLRs) are undertaken to ensure the amount of assistance provided by HUD is not more than necessary to make the PBV project feasible in consideration of all other government assistance. SLRs prevent excessive public assistance that could result when a development proposes combining (layering) the HAP subsidy from the PBV program with other public assistance from Federal, State, or local agencies, including assistance through tax concessions or credits.

5. Inspections

The Housing Department reserves the right to conduct a pre-selection inspection, to examine the proposed site before the proposal selection to ensure the units substantially comply with HQS standards. The Housing Department will not execute the HAP contract until the units fully comply with HQS. Once under contract, the Housing Department will inspect all turnover units, before a new family may move into the unit. No assistance can be paid on behalf of the family until the unit fully complies with HQS. At least biennially during the term of the HAP contract the Housing Department will inspect a random sample, consisting of at least 20 percent of the contract units in each building to determine if the contract unit and the premises are maintained in accordance with the HQS. If more than 20 percent of the sample fails, then 100 percent of the contract units in the building will need to be inspected.

6. HAP Contract and Owner Responsibilities

The Housing Department will enter into a HAP contract with the owner for all sites selected and approved for PBV assistance. The Housing Department will make housing assistance payments to the owner in accordance with the HAP contract for those contract units leased and occupied by eligible families during the HAP contract term.

The Housing Department has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. The owner is responsible for screening and selection of the family referred by The Housing Department or the referring source to occupy the owner's unit based on their tenancy histories.

During the course of the tenant's lease, the owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family or non-residential rental purpose. Upon expiration of the lease the lease must be automatically renewed unless terminated in accordance with 24 CFR 983.256(f).

7. Rent Determination

The amount of the rent to owner is determined in accordance with HUD regulations. Except for certain tax credit units, the rent to owner must not exceed the lowest of:

- An amount determined by the Housing Department, not to exceed 110 percent of the applicable fair market rent (FMR) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

The current [Payment Standard for 2024](#) is as follows:

0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm
\$1,613	\$1,760	\$2,088	\$2,863	\$3,259

8. Income-Mixing Requirement

Pursuant to PBV regulations located at 24 CFR 983.56 and HOTMA 106(a)(3), the limitation on the number of PBVs in a project is now the greater of 25 units or 25 percent of the units in a project, subject to certain exceptions. Excepted units, set aside for i) elderly families and/or ii) families eligible for supportive services, do not count towards the per-project cap.

9. Choice Neighborhoods Off-Site PBVs

Responsive proposals may be considered for a Choice Neighborhoods off-site PBV opportunity. In 2018, the City was awarded a Choice Neighborhoods Implementation Grant from HUD to revitalize the Edison-Eastlake Community (“EEC”) generally bounded by 16th Street, Interstate 10 and the Union Pacific Railroad. The six-year comprehensive community-driven implementation will transform the EEC into a vibrant mixed-income neighborhood, linking housing redevelopment with new amenities, upgraded infrastructure, neighborhood economic growth, and social services.

As part of the Choice Neighborhoods application to HUD, the City is required to provide off-site HCV project-based voucher units in areas of opportunity for Choice Neighborhoods residents who may choose to relocate to other areas of the city. The City may allocate 75 of these vouchers, or other PBVs, to applicable successful proposals from this RFP.

Use of off-site replacement PBV units is subject to HUD approval and project must meet certain site and neighborhood standards. Projects utilizing the 75 PBVs must begin construction by June 30, 2026, in order to adhere to the timeline of the Choice Neighborhoods Implementation grant period. Proposals contemplating the use of PBVs must incorporate utilization of all 75 vouchers.

If awarded, the successful Proposer will enter a HAP contract with the City for a term of 20 years (with an option to renew for an additional 20 years) to receive and administer the PBVs. Units supported with PBVs must target households with income levels not to exceed 50% AMI. The PBVs must support 25 1-bedroom units, 25 2-bedroom units, and 25 3-bedroom units. PBV units will be filled through a referral from the City. Priority for off-site vouchers will be given to Choice Neighborhoods residents who may be interested in residing in the selected project area. Note the project must be compliant with all PBV requirements, including HQS inspections, Davis Bacon Act requirements, and will be required to conduct an environmental (24 CFR parts 50 and 58) and subsidy layering review.

1.3. City’s Vendor Self-Registration and Notification

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

1.4. Preparation of Offer

All forms provided in Submittal Section must be completed and submitted with the Offer. The signed and completed Conflict of Interest and Transparency form must be included or your Offer may be deemed non-responsive.

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

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

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

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that Offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.

1.5. Exception

Consultant must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will be deemed non-responsive and disqualified from further consideration. Consultants must conform to all the requirements specified in the solicitation. The City encourages Consultants to ask the Procurement Officer questions rather than including exception in their Offer.

1.6. Inquiries

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

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

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

1.7. 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 to the plans, drawings, and specifications 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.

1.8. 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.

1.9. Certifications

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

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

1.10. Submission of Offer

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

Offers must be submitted electronically by email to david.wisniewski@phoenix.gov and the following information should be noted in the email:

- A. Offeror's Name
- B. Offeror's Address (as shown on the Certification Page)

- C. Solicitation Number
- D. Solicitation Title
- E. Offer Opening Date
- F. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any Offer submitted electronically may be delayed. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
- G. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

1.11. Withdrawal of Offer

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

1.12. Offer Results

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

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

1.13. Award of Contract

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

- A. Factors that may be considered by the City include:
 - 1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
 - 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
 - 3. Safety record; and,
 - 4. Offeror history of complaints and termination for convenience or cause.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all Offers or portions thereof; or (3) reissue a solicitation.
- C. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

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

The City reserves the right to disqualify any Consultant on the basis of 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 Consultant submitting an Offer herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

1.15. Solicitation Transparency Policy

- A. Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all Offers or

responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.

- B. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- C. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- D. 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.
- E. "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.

1.16. Protest Process

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

- C. 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.
- D. 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.
- E. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 1. Identification of the solicitation number;
 - 2. The name, address and telephone number of the protester;
 - 3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 4. The form of relief requested; and
 - 5. The signature of the protester or its authorized representative.
- F. 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.

1.17. Public Record

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

does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

1.18. 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 a late Offer.

1.19. Right to Disqualify

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

1.20. Multiple Awards

The City reserves the right to award to more than one contractor. The City's decision to utilize multiple contractors will be final and conclusive.

1.21. 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. The City reserves the right to multiple award contracts.

1.22. Evaluation of Competitive Sealed Offers

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

1.23. Determining Responsiveness and Responsibility

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

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

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

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

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

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

1.24. Detailed Evaluation of Offers and Determination of Competitive Range

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

1.25. Offers Not Within the Competitive Range

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

1.26. Discussions with Offerors in the Competitive Range

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

Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The

results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

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

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

1.27. Best and Final Offers (BAFO)

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

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

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

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

1.28. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, Housing Department, Management Services Division, 251 W Washington Street, 4th Floor, Phoenix, AZ. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

1.29. 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.

1.30. Evaluation Criteria

In accordance with the Administrative Regulation 3.10. Competitive Sealed Proposal awards shall be made to the responsive and responsible Offeror(s) whose Offer is determined in writing to be the most advantageous to the City based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance and more details are provided in Scope of Work. The following evaluation criteria will be used to evaluate all Offers:

1.	Utilized Experience and Capability to Build with Project-Based Vouchers and, if applicable, Supportive Housing, Veterans Housing, or Special Populations	0-400
2.	Project Merit/ Approach	0-350
3.	Financial Feasibility	0-250
	Total	1,000 points

1.31. Standard Terms and Conditions

1.31.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

"A.R.S." Arizona Revised Statute

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

"City" The City of Phoenix

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

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

"Days" Means calendar days unless otherwise specified.

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

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

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

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

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

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

"Vendor or Seller" A seller of goods or services.

1.31.2. Contract Interpretation

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
 1. Federal terms and conditions, if any
 2. Special terms and conditions
 3. Standard terms and conditions
 4. Amendments
 5. Statement or scope of work

6. Specifications
 7. Attachments
 8. Exhibits
 9. Instructions to Contractors
 10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. **Non-Waiver of Liability:** The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- F. **Parol Evidence:** This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

1.31.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the

City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.

- B. Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.
- C. Equal Employment Opportunity and Pay:** In order to do business with the City, Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.
- 1. For a Contractor with 35 employees or fewer:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

2. **For a Contractor with *more than 35 employees*:** Contractor in performing under this Agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Contractor will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-Contractor agreements or subleases of this Agreement entered into by supplier/lessee. The Contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.
 3. **Documentation:** Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.
 4. **Monitoring:** The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.
- D. **Legal Worker Requirements:** The City of Phoenix is prohibited by A.R.S. § 41-4401 from awarding a contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that:
1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
 2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.
- E. **Health, Environmental, and Safety Requirements:** The Contractor's products, services and facilities will be in full compliance with all applicable Federal, State and local health, environmental and safety laws, regulations, standards, codes and ordinances, regardless of whether or not they are referred to by the City. At the request of City representatives, the Contractor will provide the City:
1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract.
 2. A list of all federal, state, or local (EPA, OSHA, Maricopa County, etc.) citations or notice of violations issued against their firm or their subcontractors including dates, reasons, dispositions and resolutions.
 3. The City will have the right, but not the obligation to inspect the facilities, transportation vehicles or vessels, containers and disposal facilities provided by the Contractor or subcontractor. The City will also have the right to inspect operations conducted by the Contractor or subcontractor in the performance of this agreement. The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).
- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.
- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the

continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

1.31.4. Contract Changes

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

1.31.5. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and

condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

- D. **Loss of Materials:** The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the work by the City.
- E. **Contract Performance:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor. The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.
- F. **Damage to City Property:** Contractor will perform all work so that no damage to the building or grounds results. Contractor will repair any damage caused to the satisfaction of the City at no cost to the City. Contractor will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Contractor will repair and finish to match existing material as approved by the City at Contractor's expense.

1.31.6. City's Contractual Rights

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

- A. **Non-Exclusive Remedies:** The rights and remedies of the City under this Contract are non-exclusive.

- B. **Default in One Installment to Constitute Breach:** Each installment or lot of the agreement is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole agreement and constitutes a total breach of the agreement as a whole.
- C. **On Time Delivery:** Because the City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- D. **Default:** In case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the Solicitation and/or Performance Bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- E. **Covenant Against Contingent Fees:** Seller warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employers or bona fide established commercial or selling agencies maintained by the seller for the purpose of securing business. For breach or violation of this warranty, the City will have the right to annul the contract without liability or in its discretion to deduct from the contract price a consideration, or otherwise recover the full amount of such commission, brokerage or contingent fee.
- F. **Cost Justification:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
- G. **Work Product, Equipment, and Materials:** All work product, equipment, or materials created or purchased under this contract belongs to the City and must be delivered to the City at City's request upon termination of this contract. Contractor agrees to assign to City all rights and interests Contractor may have in materials prepared under this contract that are "works for hire" within the meaning of the copyright laws of the United States, including any right to derivative use of the material.

1.31.7. Contract Termination

- A. **Gratuities:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

B. Conditions and Causes for Termination:

1. This contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty-day written notice to Contractor. The City at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims.
2. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
 - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
 - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
 - In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

1.31.8. Notice

Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to City: david.wisniewski@phoenix.gov

1.31.9. State and Local Transaction Privilege Taxes

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden and legal liability to remit taxes are on the Contractor that is conducting business in Arizona and the City of Phoenix. Any failure by the Contractor to collect applicable taxes from the City will not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective bidder to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City, the Contractor agrees to remit any overpayments back to the City for miscalculations on taxes included in an offer price.

1.31.10. Tax Indemnification

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

1.31.11. Tax Responsibility Qualification

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

1.31.12. No Israel Boycott

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

1.31.13. No Forced Labor of Ethnic Uyghurs

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

1.31.14. Advertising

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

1.31.15. Strict Performance

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

1.31.16. Authorized Changes

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

1.32. Special Terms and Conditions

1.32.1. 1. HOUSING ASSISTANCE PAYMENT CONTRACT:

The Agreement to Enter into a Housing Assistance Payment (AHAP) and HAP contract, HUD forms 52531A, 52531B, 52530A Parts 1 and 2 or 52530B will outline the terms of the contract including but not limited to:

- Term of the Contract (the initial term may be up to 20 years)
- Rent Determination and when rents are paid

- Eligible Housing Types
- Housing Department and Owner Responsibilities.
<https://www.hud.gov/sites/dfiles/OCHCO/documents/52531A.pdf>
<https://www.hud.gov/sites/dfiles/OCHCO/documents/52531B.pdf>
https://www.hud.gov/sites/dfiles/OCHCO/documents/52530A_Pt1.pdf
https://www.hud.gov/sites/dfiles/OCHCO/documents/52530A_Pt2.pdf
https://www.hud.gov/sites/dfiles/OCHCO/documents/52530B_Pt1.pdf
https://www.hud.gov/sites/dfiles/OCHCO/documents/52530B_Pt2.pdf

1.32.2. 2. ARCHAEOLOGICAL REMAINS:

Should archaeological remains be encountered during ground disturbing activities; work will cease in the area of discovery. The City's Administrative Services Deputy Director or Representative shall be notified immediately. Work in the area of discovery will not resume until the significance of the discovery has been assessed and the environmental clearance updated.

1.32.3. 3. FEDERAL REQUIREMENTS:

Work under the contract awarded pursuant to this RFP will be funded with federal funds from HUD. HUD rules requires construction and service contracts to contain certain provisions.

The following contracting requirements will apply to the contract resulting from this RFP:

- **Nondiscrimination in Employment**: The successful Offeror will be required to comply with the President's Executive Order Number 11246.
- **Eligibility**: Awards will not be made to individuals or firms who are on lists of contractor's ineligible to receive awards from the United States as furnished from time to time by HUD.
- **HUD Form 50070**: All Offerors should carefully review the provisions in HUD Form 50070 incorporated herein by reference and will be incorporated in the Contract between the successful Offeror and the City of Phoenix.
<http://portal.hud.gov/hudportal/documents/huddoc?id=50070.pdf>
- **HUD Form 50071**: All Offerors should carefully review the provisions in HUD Form 50071 incorporated herein by reference and will be incorporated in the Contract between the successful Offeror and the City of Phoenix.
<http://portal.hud.gov/hudportal/documents/huddoc?id=50071.pdf>
- **HUD Form 5369**: All Offerors should carefully review HUD Form 5369, incorporated herein by reference. In the context of this procurement, the term PHA as used in HUD Form 5369 refers to the City of Phoenix.
<http://portal.hud.gov/hudportal/documents/huddoc?id=5369.pdf>
- **HUD Form 5369-A**: All Offerors should carefully review HUD Form 5369-A, incorporated herein by reference. In the context of this procurement, the term PHA as used in HUD Form

5369-A refers to the City of Phoenix.

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

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

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

- **HUD Form 5370:** All Offerors should carefully review HUD Form 5370, incorporated herein by reference. In the context of this procurement the term PHA as used in HUD Form 5370 refers to the City of Phoenix.

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

- **HUD Form 5370-C, Section I:** All Offerors should review the provisions in HUD Form 5370C, Section I, incorporated herein by reference and

will be incorporated in the Contract between the successful Offeror and the City of Phoenix. <https://www.hud.gov/sites/dfiles/OCHCO/documents/5370-C1.pdf>

- **HUD Form 92554M:** All Offerors should carefully review the provisions in HUD Form 92554M, incorporated herein by reference and

will be incorporated in the Contract between the successful Offeror and the City of Phoenix. <https://www.hud.gov/sites/dfiles/OCHCO/documents/92554m.pdf>

- **HUD Form 4010:** All Offerors should carefully review HUD Form 4010, incorporated herein by reference. www.hud.gov/sites/dfiles/OCHCO/documents/4010.pdf.

- **Department of Labor General Decision Number for Residential:** “AZ20240001 01/19/2024” is incorporated by reference. Search by “Arizona” in the drop-down for State, and “Maricopa” in the drop-down for County and “Residential” as the construction type.

<https://sam.gov/wage-determination/AZ20240001/01>

- A Labor Decision Must Be Checked For Updates Up To And Prior To 10 Days Before Bid Opening. A current Wage Decision will replace this one upon Signing of a AHAP agreement.

- **Department of Labor General Decision Number for Building:** “AZ20240039 01/19/2024” is incorporated by reference. Search by “Arizona” in the drop-down for State, and “Maricopa” in the drop-down for County and “Building” as the construction type.

<https://sam.gov/wage-determination/AZ20240039/01>

- A Labor Decision Must Be Checked For Updates Up To And Prior To 10 Days Before Bid Opening. A current Wage Decision will replace this one upon Signing of a AHAP agreement.

- **HUD Form 2530:** All Offerors should carefully review HUD Form 2530, incorporated herein by reference. This form will need to be filled out if applicable.

<https://www.hud.gov/sites/documents/2530.pdf>

- **Legal Worker Requirement:** Each Offeror represents that it is registered and participates in the E-Verify Program (Company ID Number _____).
- **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix and its instrumentalities are prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a natural person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.
- 24 CFR 983 (Project-Based Vouchers); 24 CFR 982 (HCV – which governs where 983 does not specifically provide); 24 CFR Part 5 (General PHA requirements) 24 CFR Part 6 – Non-discrimination apply.

The list of applicable laws in this RFP is not conclusive. All terms of the respective AHAP or HAP contract are incorporated herein by reference and Contractors must comply with the terms of the executed AHAP and/or HAP, regardless of whether the requirements are expressly stated in this RFP. Offerors are encouraged to familiarize themselves with Federal law and HUD regulations that apply to PBVs.

1.33. Federal Contract Clauses - Housing HUD Specific

1.33.1. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Disadvantaged Business Enterprises

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

- A. Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- B. Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- C. When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- D. Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.

- E. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
- F. Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.
- G. Include affirmative steps, one through six in any subcontract.

1.33.2. Debarment and Suspension (Executive Orders 12549 and 12689)

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

1.33.3. Access to Records

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

1.33.4. Termination for Cause and for Convenience

- A. The CITY may terminate this contract in whole, or from time to time in part, for the CITY's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The CITY 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 CITY 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 CITY, the CITY 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 CITY may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the CITY, 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 CITY; 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 CITY by the Contractor. In the event of termination for cause/default, the CITY 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.

1.33.5. Byrd Anti-Lobbying Certification (31 U.S.C. 1351)

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.
- C. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

1.33.6. Clean Air Act and Federal Water Pollution Control Act

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

1.33.7. 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 time period; (2) fail to meet reasonable performance standards, which shall be determined 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.

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

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

1.33.9. 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.

1.33.10. Conflicts of Interest

All parties hereto agree to abide by the provisions of 2 C.F.R. 200.318, which include (but are not limited to) the following:

- A. The Contractor shall maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- B. No employee, officer, or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
- C. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

1.33.11. 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).

1.33.12. Department of Labor Wage Decision

All Proposers should carefully review the Department of Labor Wage Decision and the applicable rates for Maricopa County and Residential. Applicable Wage Decisions are updated by the Department of Labor periodically.

The Wage Rate Decision is dependent on the number of stories of the proposed project/building(s). Building (5+ stories) AZ20230039 9/01/2023 and Residential (4 stories or less) AZ20230001 Mod 2, 9/29/2023 is incorporated by reference. Search by "Arizona" in the drop-down for State, and "Maricopa" in the drop-down for County and "Building" or "Residential" as the construction type. <https://sam.gov/content/wage-determinations>

- A Wage Rate Decision must be checked for updates up to and prior to 10 days before bid opening. A current Wage Rate Decision will replace this one upon signing of an AHAP contract.

The prevailing basic hourly wage rates and fringe benefit payments, as determined by the Secretary of Labor pursuant to the provisions of the Davis-Bacon Act, shall be the minimum wages paid to the described classes of laborers and mechanics employed, or working on the site, to perform the contract.

- A. **PAYMENT WITHHOLDING:** Payrolls, including subcontractor's payrolls, must be submitted weekly no later than seven (7) days after each pay period ending date. Payments may be withheld in part or in full until payrolls are received and reviewed to assure compliance of the Federal Labor Standards. Failure to clarify, when requested, discrepancies between hourly wages paid individual workers and the minimum hourly wages required by the Federal Wage Decisions contained in the Contract documents may also affect the complete or timely release of payments.

- B. WORKFORCE REPORTING REQUIREMENTS:** The contractor shall submit payrolls electronically through the internet to the City of Phoenix web based certified payroll tracking system. The City of Phoenix uses the “LCP Tracker” web-site to track the certified payroll information. Additional information regarding the use of this system is available at <https://lcptracker.com> . This requirement shall also apply to every lower-tier subcontractor that is required to provide weekly certified payroll reports.
- C. LABOR COMPLIANCE:** On all federally assisted projects, a Labor Compliance Conference must be held after project award and prior to the established Notice to Proceed. This meeting is separate from and in addition to the pre-bid conference. The successful bidder shall schedule the conference by calling City of Phoenix Housing Department Labor Compliance Office. Minimum attendance shall be a corporate officer, who is authorized to execute and sign documents for the firm and the payroll representative of the prime contractor. If any sub and lower-tier contractors are to be used, they must also provide the same representation and attend this meeting.
- D. SUBCONTRACTORS:** City Approval Required. If Contractor wishes to utilize subcontractors, for performance of the Work, in addition to those listed in Contractor’s original offer to the City, Contractor shall submit a current subcontractor list to the Housing Representative. No subcontractors may be used without prior approval of the Housing Representative. Subcontractors must be properly licensed for the type of work they will perform. City reserves the right to request the removal of Contractor’s subcontractor if deemed unsatisfactory by the Housing Representative.
1. **Work Quality.** Subcontractors providing service under the contract shall meet the same service requirements and provide the same quality of service required of Contractor. Contractor shall be fully responsible to the City for the acts and omissions of persons Contractor employs and/or subcontracts.
 2. **Contractor Responsibility.** Use of a subcontractor does **not** relieve Contractor of responsibility of service. Contractor will manage all schedules, quality, performance and project management for subcontractors. Contractor will be held solely responsible and accountable for the service and/or repairs for which Contractor has subcontracted.
 3. **Payment.** Subcontracting is at Contractor’s expense. Contractor is responsible for all payments including, but not limited to, labor, parts, and materials incurred from subcontracting the services.

1.33.21. Federal Funding Accountability and Transparency Act (FFATA)

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

1.34. Defense and Indemnification

1.34.1. Standard General Defense and Indemnification

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

1.35. Insurance Requirements

1.35.1. Consultant's Insurance

Consultant and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants 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 Consultant from liabilities that might arise out of the performance of the work under this Contract by the Consultant, its agents, representatives, employees, or subconsultants and Consultant may purchase such additional insurance as they determined necessary.

1.35.2. Scope and Limits of Insurance

Consultant 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.

1.35.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

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

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

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

1.35.4. Automobile Liability

Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

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

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

1.35.5. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory

Employers’ Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.

- This requirement does not apply when a consultant or subconsultant is exempt under A.R.S. 23-902(E), **AND** when such consultant or subconsultant executes the appropriate sole proprietor waiver form.

1.35.6. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Contract.
- Consultant 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 exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.35.7. Notice of Cancellation

For each insurance policy required by the insurance provisions of this Contract, the Consultant must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to City of Phoenix Housing Department, Management Services Division, 251 W Washington Street, Phoenix, AZ 85003 OR [hou.procurement@phoenix.gov](mailto:hous.procurement@phoenix.gov).

1.35.8. 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 Consultant from potential insurer insolvency.

1.35.9. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to Elenia Sotelo. The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to review complete copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S RISK MANAGEMENT DIVISION.**

1.35.11. Subconsultants

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

1.35.11. Approval

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

2. SUBMITTALS

2.1. Submittals

2.1.1. SUBMISSION

Proposals must be clearly marked as “Request for Proposals –U.S. Department of Housing and Urban Development Project-Based Vouchers, Attn: David Wisniewski, Housing Department,” and will be received via Email at david.wisniewski@phoenix.gov. Proposals will be accepted until 3:00 p.m. Phoenix local time on Friday, March 1st, 2024. The undersigned Consultant acknowledges and states, under penalty of perjury, as follows:

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

2.1.2. Copies

Please submit one electronic copy to david.wisniewski@phoenix.gov of the Submittal Section and all other required documentation. Please do not lock the electronic copy with password protection so the City may digitally incorporate the successful offer into the awarded Contract.

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

2.1.3. Solicitation Response Check List

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

The written offer should be:

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

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

Attachment A - SUBMITTALS – QUESTIONNAIRE

A. LETTER OF INTEREST (response required)

The Offeror's Letter of Interest should, at a minimum, include all team members and identification of the primary contact person, including their phone number and email address. In this letter, please explain how many Project Based Vouchers (PBVs) your firm is seeking. The letter must be signed by an authorized principal of the Offeror and include a statement that the proposal will remain valid for not less than 160 days from the date of the City's approval of the Offeror.

B. UTILIZED EXPERIENCE AND CAPABILITY TO BUILD WITH PROJECT-BASED VOUCHERS AND, IF APPLICABLE, SUPPORTIVE HOUSING, VETERANS HOUSING OR SPECIAL POPULATIONS (response required) (400 points)

Question 1:

Ownership Structure (check all that apply):

A. Nonprofit B. Limited Liability Corporation (LLC) C. Limited Partnership D. Other Corporation E. Other (please specify): _____

Question 2:

Identify the owner and other project principals and the names of officers, staff and principal members, shareholders, investors and other parties having a financial interest in the project.

Question 3:

Provide a disclosure of any possible conflict of interest by any of these parties that would be a violation of the HAP contract. Information concerning any participant who is not known at the time of the application submission must be provided to the City as soon as the participant is known.

Question 4:

Disclose any foreclosure or receivership actions, adverse government actions or health and safety violations, and any unresolved compliance agency audit findings.

Question 5:

Tell us about experience your firm or personnel have with the HCV Project Based Voucher program listed in this RFP as outlined in the 24 Code of Federal Regulations 983 that your entity is applying for.

Question 6:

If you are proposing supportive housing, tell us about experience your firm will leverage and utilize using the HCV Project-Based Voucher program to provide permanent supportive housing as outlined in this RFP as outlined in the 24 Code of Federal Regulations 983.

Attachment A - SUBMITTALS – QUESTIONNAIRE

Question 7:

Please describe the applicant's experience that will be utilized in the management of rental properties, especially those servicing low-income individuals and families. Please note the number of years of experience as well as the number of units developed and/or managed.

Question 8:

List and briefly describe two (2) projects within the last ten (10) years that exhibit your personnel's experience with low-income housing units. For each project, provide the following information: • Project name and location • Brief description of the project • Population type and income levels served.

Question 9:

Provide a spreadsheet of the projects that your entity or property management company that you plan on using, if applicable, manages or has managed in regard to PBVs and, if applicable, supportive housing and/or special populations you are proposing to serve. Include dates managed from beginning to end, name of complex, and addresses.

Question 10:

If supportive housing services are proposed, identify whether the services will be located on-site or in the immediate area for occupants of the property. Those proposals that provide services on-site or in the immediate area will receive higher scores.

Question 11:

Please provide the property management experience of those who will manage the property, including compliance with federally-subsidized units.

Question 12:

If applicable, what organization(s) do you anticipate providing the supportive services for the PBV residents and describe their experience and service plan.

Question 13:

Please tell us about your firm's experience and capability to build affordable housing. List and briefly describe two (2) new construction projects within the last ten (10) years. • Include financing sources and amounts, number of units, buildings, and acreage. • Owner entity or Developer Team • Dates during which services were performed • Describe the services performed and your role.

Question 14:

Identify the percentage of units at the property that will receive PBV assistance in relation to the total number of dwelling units. If the number of PBV-assisted units is greater than 25% of

Attachment A - SUBMITTALS – QUESTIONNAIRE

the total number of units at the project, include your detailed plan for “excepted units.” Those project proposals with less than 25% of the units assisted will be rated higher than projects with 25% or more of the units assisted. In the case of projects for occupancy by the elderly, or families needing other services, those proposals with the lowest percent of assisted units will receive higher scores.

C. PROJECT MERIT/APPROACH (response required) (350 points)

Question 1:

Please provide information on proposed property including the following:

- a. Owner Information (if different than Offeror). If different, then provide responses to all items under Section C Experience and Qualifications of Offeror.
- b. Property Manager Information (if different than Offeror). If different, then provide responses to all items under Section C Experience and Qualifications of Offeror.
- c. Service provider information (if different than the Offeror).
- d. Property name and address. Property PIN (Parcel Identification Number).
- e. Property census tract.
- f. Number of buildings.
- g. Total number of units, breakdown of bedroom sizes, and square feet. The number and accessibility feature available in each size unit.
- h. Quality and location of units.
- i. Other forms of assistance received. Include affordability restrictions that may be a result of tax credit status or other funding requirements.
- j. Provide information on proposed property management staff, maintenance crew and number of staff in each area.
- k. Floor plans and/or photos of property/units

Question 2:

Tell us about your firm’s ability to partner with agencies that can deliver support services in a long-term manner as related to this RFP including relevant services for the special housing/population proposed.

Question 3:

Tell us about the site location of the proposed project as set forth in the Site Selection Requirements and how the location of this project deconcentrates poverty and expands housing and economic opportunities including access to major transportation, employment hubs and amenities. Indicate if the proposed property is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.

Question 4:

Tell us about your firm’s construction timeline and when units are proposed to be available for leasing.

Attachment A - SUBMITTALS – QUESTIONNAIRE

Question 5:

Provide a tenant selection plan.

Question 6:

Tell us how many units, the size, location (in one building or one floor, etc.) and features you plan to place under the HAP Contract.

Question 7:

The HAP contract term must be at least 5 years and no more than 20 years. The purpose of the HAP contract is to provide housing assistance payments for eligible families. For newly constructed housing, the HAP contract will be executed after the City has inspected the completed units and has determined that the units have been completed in accordance with the Agreement and the owner has furnished all required evidence of completion. What is the length of the PBV HAP contract you are seeking? _____ Years

PROJECT COST and FEASIBILITY (response required) (250 points)

Question 1:

The project must be financially feasible and operationally viable, as demonstrated via submission of a development pro forma and operating pro forma (15 years). Operating pro-forma should include the rents based upon on a successful award of the number of vouchers applied for by the applicant at the current payment standards. If your firm is paying for supportive services, include them in the pro forma.

- Provide a development financing plan for the completion of all activities associated with this RFP
- Provide a timeline indicating milestones, including expected occupancy.
- Identify relevant development activities that will move your project forward to full occupancy.
- Provide a development budget indicating sources and uses of funds.
- Provide an operating budget for the proposed duration of the HAP contract.
- Provide financing commitments or reservations.

Question 2:

Has the project received full funding at this time? Yes No

Question 3:

If no (check all that may apply)

- Seeking Tax Credits Projected decision date: _____
- Seeking HOME Funds Projected decision date: _____
- Seeking CDBG Funds Projected decision date: _____

Attachment A - SUBMITTALS – QUESTIONNAIRE

- Other: _____ Projected decision date: _____
- Other: _____ Projected decision date: _____
- Other: _____ Projected decision date: _____

Question 4:

Please provide commitment letter/s from financing organization(s) for all costs as it relates to this RFP.

Question 5:

Please identify any risks and how your firm will mitigate them.

Question 6:

Please tell us about any non-City funds other than those previously listed that your firm will be providing.

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

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

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

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

CONFLICT OF INTEREST AND TRANSPARENCY FORM

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

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

1. Name of person submitting this disclosure form.

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First	MI	Last	Suffix
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2. Contract Information

Solicitation # or Name:

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

--

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

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

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

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

--

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

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

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

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

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

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

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

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

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

8. Acknowledgements

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

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

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

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

(please sign and return with the submittal)

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

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

Authorized Official Name

Signature

Title of Authorized Official

Date

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX

A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate:

Title:

Department:

Attest:

_____ this ____ day of _____ 2023

City Clerk

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

