



City of Phoenix

REQUEST FOR PROPOSAL
RFP FY25-086-1 (DRW)
PROPERTY MANAGEMENT SERVICES FOR
AFFORDABLE HOUSING PORTFOLIO - GROUP A

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

RELEASE DATE: August 7, 2024
DEADLINE FOR QUESTIONS: August 16, 2024
RESPONSE DEADLINE: August 30, 2024, 3:00 pm

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Group A

1. Introduction	4
2. Instructions	6
3. Scope of Work	18
4. Standard Terms and Conditions.....	31
5. Special Terms and Conditions	47
6. Defense and Indemnification.....	60
7. Insurance Requirements	602
8. Submittals	69

Attachments:

- A - Submittals - Questionnaire
- B - Submittals Fixed Firm Bid Price Schedule
- C - Submittals - References rev 2-2023
- D - Submittals - Conflict of Interest and Transparency rev 2-2023
- E - Submittals - Contractor Licensing Requirements rev 2-2023
- F - Submittals - 24 Hour Emergency Contact rev 2-2023.
- G - Submittals - Offer Page rev 3-2023
- H - Acceptance_Form_2024
- I - Submittals - Debarment & Exclusion rev 2-2023

Exhibits:

- A - Office Closure Notification And Update Template
- B - Incident Report Form Details
- C - Storm Damage Notification
- D - Work Order Directory All Status

E - Unit Statistics

F – Unit Availability Details

G - Budget With Variance Analysis

H - Weekly Vacancy (Occupancy) Report

I - Bid Approval Request Cover

J – Bid Approval Request

K- Bid Comparison

L - Current Move in cost sheet

M – Administrative Regulation 1.90

N – Administrative Regulation 1.91

1. Introduction

1.1. Summary

The City of Phoenix invites sealed proposals for Property Management Services for Affordable Housing Portfolio for a Five (5) year period with the option for Five (5), One (1) year renewal periods commencing on or about October 31, 2024 depending on the transition period if needed, in accordance with the specifications and provisions contained herein.

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

1.2. Contact Information

David Wisniewski

Housing Manager - Contracts and Procurement

251 W. Washington

Phoenix, AZ 85003

Email: david.wisniewski@phoenix.gov

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

Department:

Housing

1.3. Timeline

Schedule of Events

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

Solicitation Issue Date	August 7, 2024
Pre-Offer Conference (Non-Mandatory)	<p>August 14, 2024, 8:00am (All times are Local Time in Phoenix)</p> <p>Start meeting [cityofphoenix.webex.com]</p> <p>Join by meeting number</p> <p>Meeting number (access code): 2633 861 5329</p> <p>Meeting password: GroupA</p> <p>Join by phone</p> <p>+1-415-655-0001 US</p>
Site Visit	<p>August 14, 2024, 9:00am</p> <p>Cypress Manor, 5722 N. Black Canyon Highway, 9:00am</p> <p>Foothills on the Preserve, 1525 E. Cheryl Drive, 10:00am</p> <p>La Cascada I, 248 E. Ruth, 11:00am</p> <p>La Cascada II, 229 E. Ruth, 12:00pm</p> <p>Sand Dollar, 18410 N. 27th Avenue, 1:00pm</p>
Written Inquiries Due Date	August 16, 2024, 5:00pm
Offer Due Date	<p>August 30, 2024, 3:00pm</p> <p>david.wisniewski@phoenix.gov</p>

2. Instructions

2.1. Description – Statement of Need

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

The City of Phoenix invites sealed offers for property management services for a five (5) year period with the option for five (5) one (1) year renewal periods commencing on or about October 31, 2024 depending on the transition period if needed, in accordance with the specifications and provisions contained herein or the “Effective Date”.

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

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

2.2. City’s Vendor Self-Registration and Notification

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

2.3. Preparation of Offer

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

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

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

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

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

2.4. Fixed Offer Price Period

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

2.5. Obtaining a Copy of the Solicitation and Addenda

Interested Offerors may download the complete solicitation and addenda from <https://solicitations.phoenix.gov/>. Any interested Offerors without internet access may obtain this solicitation by calling the Procurement Officer or picking up a copy during regular business hours at the City of Phoenix, 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.

2.6. Exceptions

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

2.7. Inquiries

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

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

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

2.8. Addenda

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

2.9. Business in Arizona

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

2.10. Licenses

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

2.11. Certifications

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

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

2.12. Submission of Offer

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

Offers must be submitted in one of the following ways:

- A. Submitted electronically by email to David.wisniewski@phoenix.gov and the following information should be noted in the email:
 1. Offeror's Name
 2. Offeror's Address (As shown on the Certificate Page)
 3. Solicitation Number
 4. Solicitation Title
 5. Offer Opening Date
 6. Due to file size limitations for electronic transmission (for sending or receiving), Offers sent by email may need to be sent in parts with multiple emails. It is the responsibility of the Offeror to ensure that the Offer (including all parts if sent in multiple emails) is timely and to confirm that there are no technical reasons that any offer submitted electronically may be delayed. The date and time on the email(s) as received / stamped by the City's inbox will provide proof of submissions and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.

2.13. Withdrawal of Offer

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

2.14. Offer Results

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

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

2.15. Pre-Award Qualifications

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

2.16. Certificates of Insurance

Upon notification of a recommended award, the Offeror will have **14 calendar days** to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

2.17. Award of Contract

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

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

1. Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This may include performance history on past and current government or industrial contracts; and,
 2. Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
 3. Safety record; and,
 4. Offeror history of complaints and termination for convenience or cause.
 5. Notification of Contract termination risk.
- B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.
- C. All submittal responses may be verified by the City of Phoenix Asset Management staff to ensure accuracy of the responses. Proposers with inaccurate responses may receive no points or a lower score based on that question.
- D. A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment. Please refer to section 3.8 (H).

2.18. Solicitation Transparency Policy

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

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

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the

scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

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

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

2.19. Protest Process

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

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

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

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

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

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

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

2.20. Public Record

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

2.21. Late Offers

Late Offers must be rejected, except for good cause, as determined solely by the Procurement Officer. 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.

2.22. Right to Disqualify

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

2.23. Site Inspection

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

2.24. 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 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 subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill capacity, experience, and facilities for conducting the work to be performed.

The Procurement Officer will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on all information furnished by the Offeror, interviews, (if any), and information received from Offeror's references, including information about Offeror's history, terminations for convenience or cause, contract

breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the solicitation will not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

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

2.25. 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 award multiple contracts.

2.26. Equal Low Offer

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

2.27. Evaluation of Competitive Sealed Offers

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

2.28. 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 Offeror's ranking and which offers are within the Competitive Range, when appropriate.

2.29. Offers Not Within the Competitive Range

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

2.30. Discussions with Offerors in the Competitive Range

The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so

notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

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

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

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

2.31. Best and Final Offers (BAFO)

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

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

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

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

2.32. Evaluation Criteria

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

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

3. Scope of Work

3.1. Introduction

The City owned Portfolio consists of 16 multifamily residential housing properties with 1,214 rental units that provide affordable housing to low-to-moderate income residents. The Portfolio is grouped into Group A, B and C to provide for a reasonable level of potential income for each group of properties, with approximately equal groups in the number of units, age, and the condition of the properties. This RFP is for Group A consisting of 5 of those properties consisting of 351 rental units.

3.2. Prerequisites

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

A. Proposer must have a minimum of five (5) years multifamily housing management experience with a preference for affordable demonstrated in Submittals, Attachment A Questionnaire, Experience, and Qualifications responses.

B. Proposer must currently manage a minimum of two (2) multifamily properties not less than 200 units in the aggregate demonstrated in Submittals, Attachment A Questionnaire, Experience, and Qualifications responses.

C. Principals and lead staff (area / regional managers) of the Proposer must provide evidence that they are Certified Property Managers (CPMs) certified by the Institute of Real Estate Management or Certified Public Housing Manager certified by the Council of Affordable Housing. Proposer and staff members responsible for handling funds associated with this agreement, must submit evidence in Submittals, Attachment A Questionnaire, Experience, and Qualifications responses, that they hold and maintain in good standing of all required Arizona real estate licenses.

3.3. Overview of Duties

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

A. Screening applicants, leasing units to qualified applicants and maintaining waitlists in accordance with City of Phoenix Housing Department guidelines.

B. Screening applicants for compliance with income limits in accordance with Housing Department Affordable Housing Rents policy and any future Amendments.

C. Executing and enforcing leases and lease addendums approved by the City and keeping leases current. Contractor shall be responsible for tenant leases that have been approved by the City, including but not limited to initiating eviction actions that were appropriate for all matters involving non-payment of rent or material lease violations. Contractor shall be responsible for retaining legal counsel for evictions. Contractor shall require its employees to cooperate with the City, and legal counsel in all enforcement actions and other legal matters. Contractor must be a witness when required and must work with residents and others to obtain information and testimony necessary to support the eviction action.

D. Collecting all rents and charges owed by residents monthly pursuant to the terms of the lease, collecting delinquent rent, and exercising the remedies of the lease when non-payment occurs. If Contractor accepts rental payments by credit/debit cards, the Contractor must provide the appropriate documentation to ensure payments are received in a manner that is compliant with the Payment Card Industry Data Security Standard.

E. Depositing all money collected into accounts designated by the City, and maintaining suitable reserve accounts (as determined by the City). The City may require a portion of some expenses such as loan payments or developer fees to be set aside monthly and disbursed annually.

F. Contractor shall lease units in accordance with City of Phoenix rent guidelines which are subject to be adjusted from time to time.

G. The City of Phoenix partners with several organizations to provide a limited number of affordable housing units to their program eligible clients. In general, the partner organizations are responsible for leasing and turning the units and paying for costs such as electric utilities, maintenance and replacements if needed before the end of the component's useful life. There is no Master Lease in place; all partner provider units sign the standard property lease and follow normal operating procedures. Partner provider units contained within Group A are as follows:

Sand Dollar: zero

La Cascada I: zero

La Cascada II: zero

Cypress Manor: 1 Unit

Foothills on the Preserve: 4 Units

H. Contractor shall take full charge of financial management responsibilities in accordance with Generally Accepted Accounting Principles (GAAP), keep and maintain suitable records and receipts pertaining to supervision, management, care, and operation of the property which will be subject to audit(s) – that may be announced or unannounced – by Housing, the City of

Phoenix and any other agency providing funds to the Property, and their authorized representatives and/or independent auditors.

I. Maintaining the minimum staffing requirements provided in this RFP. Contractor shall ensure the level of service required by employing sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience, and equipment to complete the Contract as required. Contractors are not permitted to utilize temporary labor, defined as labor that are not full-time employees of the Contractor, to fill vacant administrative or maintenance positions.

J. Contractor shall be responsible to produce weekly occupancy updates and participate in occupancy and lease renewal calls as needed.

K. Contractor shall be responsible for the recruitment, assignment, hiring, supervision, training and, if necessary, termination of all staff as well as maintaining satisfactory standards of employee performance. All staff must meet the background check requirements listed in Section III.

L. Respond to and resolve tenant complaints in a manner that complies with Fair Housing regulations and the Grievance Procedure approved by Housing.

M. Promote and maintain good relations with residents and their representatives, neighborhood groups and local government officials and encourage initiatives to promote the social development of the residents. The Contractor will be responsible for communicating to residents the community rules as stated in the approved lease, date and time of resident meetings and any other information pertinent to resident life and tenancy through public posting and/or notices delivered to residents.

N. Produce and maintain an Emergency Management Plan. The emergency management plan must include procedures to evacuate the building when necessary and to accommodate residents on-site during incidents such as utility emergencies and public safety emergencies.

O. Contractor shall provide Housing with contact information for an emergency contact person, and respond to any and all emergencies as they arise. This includes emergency repairs, alarms, and emergencies pertaining to the overall health and safety of the residents. Contractor will be responsible for monitoring security incidents and coordinating with Housing, working with local law enforcement, overseeing any private security employed at the site, assessing ongoing site security needs, and performing other site security functions as specified in any existing security plans for the site.

P. Contractor must have and maintain a Fire and Life Safety Inspections Policy that incorporates the aspects outlined below. Contractor must provide a current list of the fire and life safety inspections required at the property, the frequency by which inspections should be performed, and submit documentation that inspections have been performed within two weeks following the inspection. Contractor must notify Housing immediately if a fire/life safety system is

found to be inoperable and shall require an evaluation in coordination with the Fire Marshall or designee take place to determine the conditions under which the property may be occupied. Contractor must notify Housing of all decisions to disable or override a Fire Protection System not associated with an Intentional Impairment. Contractor shall ensure that all fire code notice requirements are met and ensure that the Fire Marshal or designee specifically approve any disabling or override, as governed by the Phoenix Fire Code. Contractor must ensure that all Fire Protection System deficiencies are escalated to Housing. Contractor must immediately report all Fire Protection System deficiencies to Housing and shall maintain a list of all deficiencies, inspection dates and mitigated status. These documents shall be accessible for inspection and kept for three years.

Q. Contractor shall provide Storm Damage Reports to Housing, by 8:00 a.m. on the day following inclement weather, that details damage sustained by the property.

R. Providing routine, preventative, and emergency maintenance including regular inspection of dwelling units, servicing of assets, appliances and equipment. Contractor shall ensure proper permits are obtained for any repairs made to the property. Contractor must also maintain the property at all times in a condition acceptable to Housing, including, but not limited to performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, inventory of appliances and equipment and such other maintenance and repair work as may be necessary. Contractor shall maintain the curb appeal of the property to Housing's satisfaction free of any code enforcement notice of violations.

S. Conducting upon resident move in, and annually thereafter, unit inspections to meet HUD's Housing Quality Standards (HQS) and/or Uniform Physical Condition Standards (UPCS) as applicable and Housing requirements.

T. Performing quick turnover of vacant units. Vacant units are to be made ready within 7 calendar days. Expected variances from the 7 calendar days make ready dates need to be communicated to the City of Phoenix.

U. Managing insurance claims and cooperating fully with the Property's insurers in connection with accidents, claims and potential claims.

V. Obtaining prior written approval for the following:

- i. Disposal of any capital equipment
- ii. Payments to Vendors or subcontractors affiliated or related to Contractor
- iii. Alterations to the property or any dwelling unit
- iv. Lease of any dwelling unit for a rental amount other than as specified in the rent schedule
- v. Unit concessions or non-revenue credits
- vi. Rent increases

vii. Staffing adjustments requiring additional personnel costs

viii. Assignment of interest in or delegation of the duties under the Contract

W. Maintaining the following bank accounts at a bank selected and approved by the City. The funds in each of the Property Accounts shall be the sole and exclusive property of the City, and the Contractor shall retain no interest therein. The manager shall designate its signatories on each account. Two (2) signatories will be required on any draft more than \$2,500.

1. Operating Account: One interest-bearing bank account in the Contractor's name and denominated "City of Phoenix Operating Account in Trust for the City of Phoenix" into which the Contractor shall deposit all rents and other funds collected from the operation of the Property. Contractor shall designate its signatories on the Accounts and the City Treasurer or his/her designee will be included as a signer on the account. Two signatories will be required on any draft more than \$2,500.00. Contractor shall pay the Operating Expenses of the Property and any other payments relative to the Property as required by the terms of this Agreement from the funds deposited into the Property Operating Account for that Property. The funds in each of the Property Accounts shall be the sole and exclusive property of the City, and the Contractor shall retain no interest therein. Contractor must promptly pay property invoices within 60 days of completion of the contracted work. Invoices paid by the property more than 60 days old, without specific written consent by the City of Phoenix, are subject to reimbursement by the Contractor.

2. Security Deposit Account: One non-interest-bearing bank account in the Contractor's name and denominated "City of Phoenix Security Deposit Account in Trust for the City of Phoenix" into which the Contractor will deposit all tenant security deposits. The Contractor will designate its signatories on the Accounts and the City Treasurer or his/her designee will be included as a signer on the account. Two signatories will be required on any draft more than \$2,500.00. The Contractor will pay refundable security deposits relative to the Property as required by the terms of this Agreement from the funds deposited into the Account for that Property. The funds in each of the Property Accounts shall be the sole and exclusive property of the City and the Contractor shall retain no interest therein.

X. Maintaining adequate funds in the operational accounts for operations and remitting Excess Cash to the Housing Management Services Division as determined by Housing Asset Management Division on a monthly basis, and notifying the Housing Management Services Division, within 48 hours of discovery if the balance in the account is at any time insufficient to pay Operating Expenses.

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

3.4. Contractor Notifications to the City of Phoenix

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

Required Time Frame	
Within 1 Hour of Discovery	Personally Identifiable Information is compromised
	Contact by the media
	Changes to a Maximum Risk Background Screening of a Contract Worker previously approved by Owner
	Accidents, claims, and potential claims for damage relating to the property.
	Office closures.(Exhibit A)
	Any Police, Federal Agency, or Fire Department activity and/or response to property or any fire/life safety related incidences including utility outages and fire alarm issues etc.
Within 24 Hours	Cure all Health and Safety matters.
Within 48 Hours	Notices of government orders imposed by federal, state, county or municipal authority.
	Incidents involving personal injury or property damage relating to the operation of the property.
	Serious emergency repairs and unbudgeted expenditures that exceed \$2,500 in any one instance.
	Balances in the operational accounts for any property is insufficient at any time to pay authorized disbursements
	Anticipated deviation from the receipts or disbursements stated in the approved budget.
	Serious complaints regarding any of the Property such as: <ul style="list-style-type: none"> • Tenant issues likely to be escalated; • Criminal activity / Police involvement / Emergency services issues; (See Exhibit B for Incident Report requirements) • Fraudulent activity of an employee or tenant; • Issues that affect resident security.
Within 7 Days	When legal counsel is consulted to bring actions for eviction.
	Capital equipment purchased with Owner's funds.
Within 14 Days	Cure all items reported during Owner Inspections.

3.5. Required Reports

Contractor shall provide accurate and timely reports to the City's Housing Department, Asset Management Division, that include the following elements by the requested period. In addition, contractor will provide response to Owner Report Inquiries within 14 days of issuance:

Report	Frequency	Report Format
Storm Damage Reports (See Attachment C for sample template)	By 8:00 A.M. the day following acclimate weather	E-mail
Owner Report: <ul style="list-style-type: none"> • Balance Sheet • Budget Comparison with Notes • Trial Balance • 12 Month Actual to Budget • Rent Roll • GL Report • Payable Report • Current bank statements with signed reconciliations • Delinquency Receivable Reports (30, 60 and 90 day) to include pre-paid rents • Income Statement • Work Order Directory • Unit Availability Detail Report showing vacant unit status (turned/unturned, leased/unleased, number of days vacant • Unit Statistics / Box Score Summary Report 	Monthly, by the 15 th of every month	Excel
Narrative Report <ul style="list-style-type: none"> • Summary of move-ins, move-outs and vacancies. • Criminal activity. • Evictions begun or pending. • Write offs and repayments agreements executed. • Repairs completed or underway. • Capital Improvements completed or underway. • Current and pending legal matters. 	Weekly, Mondays	Word
Occupancy Report (See Exhibit H) <ul style="list-style-type: none"> • Vacant Units Rented • Vacant Unrented Units • Notice Given • Evictions • % Occupied • % Leased 	Weekly, Tuesday at 9:30am	Excel
Net Income Owner Report	Monthly	

<ul style="list-style-type: none"> Fiscal Year Budgets with variance analysis, Market analysis per property. 	Annually, May 1 st	Excel w/ formulas
Fire Life Safety Logs	Annually, January 1 st for year prior	In format requested
Other reports requested by Housing	Promptly	In format requested

3.6. Required Performance Measure

Re-Exams/Lease Renewal – self-certification by tenants is prohibited	98% On-Time
Tenant Accounts Receivable – (Accounts Receivable) / (Total Tenant Revenue) (TTR includes rents and other charges to tenants)	<1%
Invoices to be paid within 60 days	
Occupancy	>97% = minimum
Vacant units to be leased or pre-leased	Within 30 Days. Expected variances need to be communicated to the City of Phoenix.
Work Orders	Work Orders - Average turn-around not to exceed 72 hours, measured monthly
Monthly Owner Report incl. Bank Statements	By the 15 th of the following month
Owner Report Monitoring Inquiry Responses	14 days after receipt
Annual Report and Financial Statements prepared by a CPA	By January 31 st each year
Other reasonably requested reports	Within 30 Days

Expected variances regarding any of the above deadlines shall be communicated to the City of Phoenix.

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

Monthly Report – To be received by the City by the 15th of the following month. Bank statements to be included for the prior month and the statement period has to be from the first to the last day of the month. Accruals for partial periods are prohibited.

3.7. Inspections

Properties will be subject to file and property inspections conducted by the City of Phoenix (or its designee) to assess performance.

3.8. General Requirements

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

A. Compliance with Governmental Regulations: Contractor shall be responsible for ensuring the properties comply with all federal, state and local government rules and regulations pertaining to the operation and management of the property and types of units operated. Contractor must adhere to all City of Phoenix Security Regulations Exhibits M (A.R.1.90) and N (A.R. 1.91) and Housing Department Regulations.

B. Purchasing and Contracting: Contractor and any Subcontractors must comply with state, and local purchasing requirements and regulations, as well as applicable local ordinances. All contracting and purchasing must be completed within the approved operating budget. All contracting must be approved by the City of Phoenix Asset Management Department.

C. Financial Management: Contractor must maintain system of internal controls and must provide a monthly report regarding collection of rents as well as collection of past due accounts. Contractor must utilize a Certified Public Accountant (CPA). Contractor must establish and maintain real estate investment and property management software (Yardi or equivalent approved by the City of Phoenix) where the Contractor will maintain true and accurate books, records and accounts (collectively, the "Records") reflecting the operation of the Properties in accordance with sound accrual basis accounting practices, consistently applied, in a manner sufficient to permit preparation of all required financial statements and reports in accordance with generally accepted accounting principles and the audit thereof in accordance with generally accepted auditing standards. The City must be granted read and reporting access to such system. Contractor shall cooperate with the City of Phoenix in the event an Asset Management module is added to the management software.

All Records will be subject to examination and audit during regular business hours, announced or unannounced, by the City, any other agency providing funds to the City for the Properties, and their authorized representatives and/or independent auditors, who may make copies of or extracts from the Records. The Contractor must cooperate in any audit of the financial statements, accounts or Records of the Properties which shall be caused to be performed by the City, and any other agency providing funds to the City for the Properties, and their authorized representatives and/or independent auditors. Contractors are expected to manage to the approved operating budgets.

D. Compensation: Contractor shall be entitled to a Management Fee. The Management Fee shall be due and payable monthly to Contractor, commencing at the end of the first full calendar month of the Term. Manager is authorized to pay the Management Fee from the Operating Account. Expenses considered to be Contractor expenses are detailed below. No Contractor expenses shall be paid as property operating expenses. Any amounts discovered to have been paid by the property's operating account that are deemed Contractor expenses will be promptly refunded to Housing. **Note: Property management fees are deemed to cover all necessary staff and overhead not specified in the BID PRICE SCHEDULE submitted with this proposal.**

E. Budget: Contractor must also prepare an annual income and expense budget for the Property. Proposed budgets are due to City of Phoenix by May 1st for review and approval. Proposed Budgets must be submitted in Excel format and include formulas. Proposed budget revisions must be approved by the City of Phoenix.

Contractor must provide revised Budget to the City of Phoenix within 60 days after contract award.

F. Personnel: Contractor shall provide the property management services on a full-time basis as an independent Contractor. Neither Contractor nor any of the Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is interested in only the results obtained under the resulting Contract. Contractor's employees will be required to wear identification tags and to maintain a professional appearance.

G. Maintenance: Contractor must maintain the property in a decent, safe, and sanitary condition, as determined by and acceptable to the Housing Department, and in a rentable and tenantable state of repair, all in accordance with any and all applicable federal, state and local codes, to include Maricopa County Environmental Health Codes. Contractor must also maintain the property at all times in a condition acceptable to the City, including, but not limited to, regularly inspecting dwelling units (at least once per year), performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, inventory of appliances and equipment and such other maintenance and repair work as may be necessary.

H. Agreements: At the City's request, Contractor must enter into a master Property Management Agreement with the City, which will incorporate the Property Management Plan and applicable City requirements and regulations by reference, and other related agreements as may be reasonably necessary to carry out the property management duties in compliance with applicable requirements.

I. Background Checks: Contractor shall conduct initial criminal background screening on all adult applicants through an approved screening process outlined in the City of Phoenix Housing Department guidelines. Annual criminal background screening is required for all adult members of the household residing at the property. Any criminal records received are to be maintained confidentially, will not be misused or improperly disseminated and must be maintained for the duration of tenancy.

J. Sex Offender: Contractor shall run a sex offender check (<http://nsopw.gov/>) on all applicants and all adults residing in the household at the time of the initial application and during the annual recertification.

K. Payment Recoupment: Contract must reimburse the City upon demand for the following:

- i. Any amounts received by the Contractor from the City for services which have been inaccurately reported or are found to be unsubstantiated.
- ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by the City.
- iii. Any amount paid by the City for services that duplicate services.
- iv. Any amount expended for items or purposes determined unallowable by the City.
- v. Any amounts paid for which the Contractor's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform services.
- vi. Any amount identified as a financial audit exception.

3.9. Record Retention

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

3.10. Special Requirements

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

A. Applications / Waitlist Management: Contractor shall maintain waitlists for Affordable Housing units in accordance with City of Phoenix Housing Department Guidelines. All files and cabinets will remain at sites for use by the Contractor. Contractor shall be responsible for any conversion costs for all existing tenant files and records in the Contractor's system. The City will determine the required documents maintained in the tenant files.

Contractor shall be responsible for maintaining a waitlist for at least twelve (12) months for each unit type unless approved by the City.

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

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

D. **Compliance Audits:** Properties are subject to audits by the City of Phoenix (or its designee) to verify compliance with the terms of this agreement and the requirements of any applicable governmental program, regulation, and debt/equity financing document (if any).

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

F. **Move-In Cost Sheet:** Contractor to provide resident a copy of the Contractor’s move-in cost sheet which shall include a breakdown of current itemized Move-in cost, deposits, and fees. Sheets shall be maintained in the resident files.

G. **Move-In Deposits and Schedule Fees:** Please see Exhibit L, Current Move-In Cost Sheet, for details.

3.11. Property Locations and Information

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

Property	Address	Year Built	Units	Group	FY 23 Gross Income	Type
Sand Dollar	18410 N. 27th Avenue	1984	70	A	\$ 539,781	Senior - Affordable
La Cascada II	229 E. Ruth Avenue	2002	36	A	\$ 249,361	Senior - Affordable
La Cascada I	248 E. Ruth Avenue	1963	37	A	\$ 246,144	Senior - Affordable
Cypress Manor	5722 N. Black Canyon Highway	1964	64	A	\$ 559,346	Affordable
Foothills on the Preserve	1525 E. Cheryl Drive	1986	144	A	\$ 1,345,299	Affordable

3.12. Minimum Staffing Requirements.

This is a minimum. Offeror will be required to enter a table of staffing offered in Question 6 Method of Approach.

Sand Dollar

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

La Cascada II

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

Cypress Manor

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

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

La Cascada I

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

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

Foothills on the Preserve

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

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

Contractor to provide adequate staffing for routine office hours, 24-hour on call emergency service, and office closures for each property. All office closures must be approved in advance by the City of Phoenix.

If the Offeror determines, as a result of its site inspection and analysis, that a different staffing structure is appropriate to prudently manage the property, the Offeror should indicate such in its proposal.

4. Standard Terms and Conditions

4.1. Definition of Key Words Used in the Solicitation

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

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

May: Indicates something that is not mandatory but permissible.

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

“A.R.S.” Arizona Revised Statute

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

"City" The City of Phoenix

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

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

“Days” Means calendar days unless otherwise specified.

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

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

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

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

“Solicitation” Means an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Quotations (RFQ), Request for Qualifications (RFQu) and request for sealed 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.

4.2. Contract Interpretation

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

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

4.3. Contract Administration and Operation

- A. **Records:** All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements Contractor has in place.
- B. **Discrimination Prohibited:** Contractor agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V as amended. Any Contractor, in performing under this contract, will not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age or disability nor otherwise commit an unfair employment practice. The supplier and/or lessee will take action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, or national origin, age or disability and adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort and responsibility, and that are performed within the same establishment under similar working conditions. Such action will include but not be limited to the following: Employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The supplier further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this contract. Contractor further agrees that this

clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee.

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

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

orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

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

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

1. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A.
2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

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

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

The City further reserves the right to make unannounced inspections of the Contractor's facilities (during normal business hours).

- F. **Compliance with Laws:** Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, regulations, standards, codes and ordinances when performing under this Contract regardless of whether they are being referred to by the City. Contractor agrees to permit City inspection of Contractor's business records, including personnel records to verify any such compliance. Because the contractor will be acting as an independent contractor, the City assumes no responsibility for the Contractor's acts.
- G. **Lawful Presence Requirement:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.
- H. **Continuation During Disputes:** Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.
- I. **Emergency Purchases:** The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the Contractor.

4.4. Governing Law; Forum; Venue

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

4.5. Audit/Records

- A. The City reserves the right, at reasonable times, to audit Contractor's books and records relative to the performance of service under this Agreement. All records pertaining to this

Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.

- B. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

4.6. Independent Contractor Status; Employment Disclaimer

- A. The parties agree that Contractor is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Contractor nor any of Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Contractor.
- B. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Contractor will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Contractor will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

4.7. Contract Changes

- A. **Contract Amendments:** Whenever an addition, deletion or alteration to the Services described in Section 3 – SCOPE OF WORK substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Contractor may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Contractor will be allowed except as provided herein, nor will Contractor do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Contractor without prior written authorization will be at Contractor's risk, cost and expense, and Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

- B. **Non-Assignability:** This Agreement is in the nature of a personal services contract and Consultant shall have no power to assign this Agreement, including any right, duty, or obligation of Consultant under this Agreement, without the prior written consent of the City. Consultant shall not subcontract with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals as selected through the Qualified Vendor solicitation process. Therefore, should such named individual(s) sever their relationship with Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.
- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

4.8. 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. Contractor will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Contractor in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization,

permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

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

4.9. 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.

4.10. 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. Immediately upon receiving a written notice to terminate or suspend Services, Contractor will:
 - Discontinue advancing the work in progress, or such part that is described in the notice.
 - Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.
 - Appraise the work it has completed and submit its appraisal to the City for evaluation.
 - Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Contractor in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.
 3. The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:
 - In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
 - In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
 - In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;
 - In the opinion of the City, Contractor fails to manage the properties operating budget as evidenced by excessive unapproved operating costs and/or prolonged vacancy unless approved by the City of Phoenix.
 - Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.
- C. **Final Payment:** The City shall make final payment for all Services performed and accepted within sixty (60) days after Contractor has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement.
- D. **Temporary Suspension.** The City may, by written notice, direct Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Consultant in performance, and such additional expense is not due to fault or negligence of Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.
- E. **Contract Cancellation:** All parties acknowledge that this contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.

4.11. 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 Contractor:

If to City: David Wisniewski at david.wisniewski@phoenix.gov

4.12. Integration

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

4.13. Conflicts of Interest

- A. Contractor acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.
- B. The City reserves the right to immediately terminate the contract in the event that the City determines that Contractor has an actual or apparent conflict of interest.
- C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Contractor, terminate the right of Contractor to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Contractor as could be pursued in the event of default by Contractor.
- D. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

4.14. Waiver of Claims for Anticipated Profits

Contractor waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

4.15. 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.

4.16. Tax Indemnification

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

4.17. Tax Responsibility Qualification

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

4.18. No Israel Boycott

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

4.19. No Forced Labor of Ethnic Uyghurs

If this Contract requires Contractor (a company engaging in for-profit activity and having ten or more full-time employees) to acquire or dispose of services, supplies, information technology, goods, or construction, then pursuant to Title 35, Chapter 2, Article 10 of the Arizona Revised

Statutes Contractor must certify and agree that it and any contractors, subcontractors, or suppliers it utilizes do not and will not use the forced labor of ethnic Uyghurs in the People's Republic of China or any goods or services produced by such forced labor. Provided these statutory requirements are applicable, Contractor, by entering this Contract, now certifies it is not currently engaged in, and agrees for the duration of the Contract to not engage in, (a) the use of forced labor of ethnic Uyghurs in the People's Republic of China; (b) the use of any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (c) the use of any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

4.20. Advertising

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

4.21. Strict Performance

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

4.22. 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.

4.23. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on

the City, and Contractor agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

- B. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

4.24. No Third-Party Beneficiaries

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. Special Terms and Conditions

5.1. Term of Contract

The term of this Contract will commence on or about October 31, 2024 and will continue for a period of **two (2) years** thereafter. This Contract includes **three (3) one-year options** to extend the term, for an aggregate **five (5) years**, which may be exercised by the sole discretion of the City.

5.2. Price

Management Fee offered shall be firm and fixed for the term of the contract. Management Fee is a fixed percentage of the actual monthly Total Revenue collected. Staffing costs submitted shall be firm and fixed for the initial two (2) year contract period. Thereafter, price adjustments will be considered annually at the renewal period, provided the adjustments are submitted in writing with sixty (60) days advance notice. Requests shall be accompanied with written documentation justifying the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to Housing Department, 251 West Washington Street, 4th Floor, Phoenix, AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director or the Housing Director or their designee are invalid. The contractor acknowledges and agrees that it will repay all monies paid as a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director or Housing Director or their designee.

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

5.3. Fiscal Year Clause

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Contractor must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

5.4. Professional Competency

- A. **QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.
- B. **LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions.

Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

5.5. Performance Interference

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

Contact: Housing Department, Front Desk (602) 262-6794. Front Desk will connect with Asset Management.

5.6. Specific Performance

Contractor agrees that in the event of a breach by Contractor of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Contractor as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

5.7. Communication in English

It is mandatory that the Contractor's lead person assigned to any City facility can speak, read, and write in English to effectively communicate with City staff.

5.8. Transition of Contract

Contractor will, without limitation, provide important information to a successor Contractor and the City to ensure continuity of service at the required level of proficiency and agrees to provide to the City (or its designee) all files, supplies, data, records, and any other properties or materials of the City, which the City owns or has rights to pursuant to this contract and which are in the possession of Contractor. The provisions of this section will survive the expiration or termination of this contract.

5.9. Background Screening – Maximum Risk

- A. **Determined Risk Level:** The current risk level and background screening required is MAXIMUM RISK.
- B. **Maximum Risk Level:** A maximum risk background screening will be performed every **five** years when the Contract Worker's work assignment will:
 1. work directly with vulnerable adults or children, (under age 18); or
 2. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
 3. unescorted access to:

- a. City data centers, money rooms, high-value equipment rooms; or
 - b. unescorted access to private residences; or
 - c. access to critical infrastructure sites/facilities; or
 - d. direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.
- C. **Requirements:** The background screening for maximum risk level will include a background check for real identity/legal name and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

5.10. Additional Maximum Risk Background Checks

Maximum screening will additionally require:

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

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

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

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. reviewing the results of the background check every three to five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances

that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.

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

the City's authorized Department representative at least five business days (excluding weekends and holidays) in advance of the need for access. The form will be provided by the City's authorized Department representative. The City's authorized Department representative will conduct the security check.

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

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

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

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

proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

5.13. Key Access Procedures

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

5.14. Stolen or Lost Badges or Keys

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

5.15. Return of Badge or Key

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

Badge and Key Fees

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

Initial Badge Fee: \$55.00 per application

Replacement Badge Fee: \$55.00 per badge

Lost/Stolen Badge Fee: \$55.00 per badge

Replacement Key Fee: \$55.00 per key

Replacement Locks: \$55.00 per lock

5.16. Confidentiality

"Confidential Information" means all non-public, confidential, sensitive, or proprietary information disclosed or made available by City to Contractor or its affiliates, employees, contractors,

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

Recipient shall: (a) protect and safeguard Confidential Information with at least the same degree of care as Recipient would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, such as ensuring data is encrypted in transit and at rest and maintaining appropriate technical and organizational measures in performing the Services under the Agreement; (b) not use Confidential Information, or permit it to be accessed or used, for any purpose other than in accordance with the Agreement; (c) not use Confidential Information, or permit it to be accessed or used, in any manner that would constitute a violation of law, including without limitation export control and data privacy laws; and (d) not disclose Confidential Information except to the minimum number of recipients who have a need to know and who have been informed of and agree to abide by confidentiality obligations that are no less restrictive than the terms of this Agreement. If Recipient is required by law or court order to disclose any Confidential Information, Recipient will first give written notice to the City and provide the City with a meaningful opportunity to seek a protective order or limit disclosure.

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

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

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

A violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may at the City’s discretion result in immediate

termination of this Agreement without notice. The obligations of Contractor under this Section shall survive the termination of this Agreement.

5.17. Data Protection

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

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

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

- A. When Contractor processes PII pursuant to the Agreement, Contractor shall, at no additional cost to the City:
 1. process PII only within the United States and only in accordance with the Agreement and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized;
 2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, and as applicable, those measures specified by the National Institute of Standards and Technology (NIST) SP800-53; A.R.S. § 18-552 (Notification of Security System Breaches); A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and good industry practice; (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current regulatory trends in data security and the state of technological development to ensure a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure. At minimum, Contractor will timely remediate any vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS); however, Contractor must remediate vulnerabilities that are rated critical within 14 days and vulnerabilities that are rated high within 30 days. If requested by the City, Contractor shall promptly

- provide a written description of the technical and organizational methods it employs for processing PII.)
3. not subcontract any processing of PII to any third party (including affiliates, Group Companies or sub-contractors) without the prior written consent of the City; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor;
 4. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and provide the City with a Qualified Security Assessor Attestation of Compliance for Payment Card Industry Data Security Standards on an annual basis, but no later than within 30 days of attestation report completion;
 5. take reasonable steps to ensure the competence and reliability of Contractor's personnel or sub-processor who have access to the PII, including verifications and background checks appropriate to the security level required for such data access;
 6. maintain written records of all information reasonably necessary to demonstrate Contractor's compliance with this Agreement and applicable laws;
 7. allow the City or its authorized agents to conduct audit inspection during the term of the Agreement, but no more than once per year, which may include providing access to the premises, documents, resources, personnel Contractor or Contractor's sub-contractors use in connection with the Services; provided however, the City may at its sole discretion accept a qualified and industry recognized independent third-party assessment report or certification (such as SSAE 18 SOC 2 or ISO/IEC 27001) provided by Contractor at no cost to the City in lieu of the audit inspection rights of this Section;
- B. If the Contractor becomes aware of any actual or potential data breach (each an "Incident") arising from Contractor's processing obligations pursuant to the Agreement, Contractor shall notify the City at SOC@phoenix.gov without undue delay within 48 hours; and:
1. provide the City with a detailed description of the Incident, the type of data that was the subject of the Incident, and the identity of each affected person as soon as such information can be collected or otherwise becomes available;
 2. take action immediately, at Contractor's own expense, to investigate the Incident and to identify, prevent, and mitigate the effects of the Incident and to carry out any recovery or other action necessary to remedy the Incident;
 3. cooperate with the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable laws or as otherwise required by the City; and

4. not directly contact any individuals who may be impacted by the Incident or release or publish any filing, communication, notice, press release, or report concerning the Incident without the City's prior written approval (except where required to do so by applicable laws).

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

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

5.18. Air Pollution Emergency Proclamation

The City requires Contractors to provide information with their submittal, to the extent practicable, the amount of reactive organic compounds in their products. The City requires Contractors to also identify any products with special storage requirements or special hazards such as, reactive, temperature, or shock sensitive, dangerous when wet or with other unusual hazards.

Contractor should advise the Procurement Officer of any substitute products which contain either no reactive organic compounds or an amount less than that contained in the product(s) specified in this solicitation. This notification should be provided at least ten days prior to the solicitation due date.

5.19. Dust Control

Contractor shall not cause or allow any dust generating operation, use of property, or any other operation which cause fugitive dust emissions that exceed the 20% visible emission opacity limit in Rule 300 of Maricopa County's Air Pollution Control Regulations. The Contractor shall suppress emission of dust to comply with this limit.

The Contractor shall NOT use grading, blading, disking, a gannon or like equipment to control weeds without prior written authorization from the City's authorized Department representative. Earthmoving activities shall be conducted in accordance with the standards and work practices defined in Maricopa County Fugitive Dust Rule 310. Contractor shall obtain a Maricopa County Dust Control Permit for each site where there is earthmoving on areas greater than 0.1 acres. Contractor may submit invoices for reimbursement of dust control permit fees when necessary, provided documentation is included to verify the fee.

The use of leaf blowers is strictly prohibited. Acceptable alternatives to leaf blowers include: brooms, rakes, walk behind leaf vacuums, and PM-10 Compliance Sweepers. Debris shall not be swept into the street.

5.20. Hazardous Materials Requirement SDS

Contractor shall provide a copy of the current Safety Data Sheet (SDS) for the product(s) offered. The SDS must include all chemical compounds present in concentrations greater than 0.1% for each product offered by CAS number; no “trade secret” or otherwise defined ingredients shall be accepted by the City. The Contractor shall provide required safety and health training for City employees on each product offered and for proper use, storage, and disposal, when requested by the City. The Contractor further agrees to accept returned empty containers for disposal purposes, if and when requested by the City. The cost for any requested training and disposal of used containers shall be included in the offered price for the product. The Contractor shall also accept returned product that was purchased as a result of this solicitation and for which the City no longer needs the product. Returned product will be in its original container(s), unopened, and must be returned to the Contractor at least 45 calendar days after the end of the project. All products must be labeled per 29CFR 1910.1200.

5.21. OSHA Laws and Regulations

Emergency Spill Response Plan: Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:

- Provide a description of equipment on site available to contain and/or respond to an emergency/spill of the material.
- Notification procedures.
- Response coordination procedures between Contractor and the City.
- Provide a Site Plan showing the location of stored hazardous materials and location of spill containment/response equipment.
- Provide a description of the training provided to the Contractor employees.

Hazardous Materials Storage and Labeling Specifications: Contractor shall, to the satisfaction of the City of Phoenix’s environmental representative, properly and safely store all hazardous materials, which shall include as a minimum, the following:

- Have a designated storage site for hazardous material, which includes secondary containment.
- Provide signage approved by the City of Phoenix’s environmental representative clearly identifying the hazardous materials storage site. Signage must be in language understood by Contractor’s on-site employees.
- All hazardous materials containers must be labeled according to OSHA requirements and bear applicable NFPA or HMIS labels.

OSHA Guideline Compliance: Contractor shall comply with all applicable Federal, State, City and local laws, regulations and rules including, but not limited to:

- **Safety Data Sheets** – Contractor shall furnish to the City’s Department copies of Safety Data Sheets (SDS), or all products used, prior to beginning service in any facility. Contractor must update copies of the SDS on an annual basis. In addition, each time a new chemical or cleaning product is introduced into any facility, a copy of that product’s SDS must be provided prior to the product being used in any facility. The Safety Data Sheets must be in compliance with OSHA Regulation 1910.1200, paragraph g.
- **Labeling of Hazardous Materials** – Contractor shall comply with the OSHA Regulation 1910.1200 paragraph f, concerning the labeling of all chemical containers
- **Caution Signs** – Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145 at no cost to the City. Caution signs must be on-site during each scheduled cleaning.
- **Blood Borne Pathogens** – Contractor shall comply with OSHA Standard 29CFR 1910.1030 Blood Borne Pathogens as it pertains to the training, safety, and equipment needed for all employees engaged in contracted service. Contractor shall be responsible for compliance on date of contract acceptance and shall provide proof to the City’s Department.

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City’s Department, upon commencement of this Contract, and reviewed by the Department Safety Analyst for verification. Failure of the Contractor or their employees to comply with all applicable laws and rules shall permit the City to immediately terminate resultant Contract without liability.

SDS Notebooks: Contractor shall maintain on the site a notebook containing current (dated within the past three years or verified as most current by manufacturer) SDS for all materials being used on site, whether or not they are defined as a Hazardous Material. The notebook shall be kept in the Contractor’s on-site storage area. The notebook must be kept up-to-date as materials are brought onto and removed from the site. A complete copy of the SDS notebook shall also be provided to the City. New products must be approved for use by the City by providing a copy of the product’s SDS for review and approval.

Non-Hazardous Materials Labeling Specifications: The Contractor shall clearly label all packaged products, whether or not they are classified as Hazardous Materials under this Section. If any such unlabeled containers are discovered on the Site, the City’s environmental representative will notify the Contractor and Contractor will within one hour clearly label the container or remove it from the site. Any containers that are filled from larger containers must also be labeled.

Offsite Storage of Hazardous Materials: The City encourages storage of hazardous materials off site until the materials are needed on site. Solvent based strippers and cleaners will NOT be stored on City property.

Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City’s environmental

representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

Contractor Training Requirements: The Contractor shall provide requested copies of the company's written Hazardous Communications Program to the City of Phoenix that satisfies requirements listed under sections e, f, g, and h of 29 CFR 1910.1200, Hazard Communications. The Contractor must demonstrate how employees are trained in the proper use, storage, and disposal of chemical products and wastes in a language understood by the Contractor's on-site employees.

5.22. Pesticides

Pest control shall be managed through prevention, physical and mechanical methods, and with pesticides only when necessary. The City will implement the principles of Integrated Pest Management (IPM) to the extent possible. Contractors will use the least toxic pest control substance required to be effective. Contractor shall submit for approval a list of chemical pesticides to be applied, indicating: trade name, EPA registration number and category (includes herbicides, insecticides, rodenticides, etc.), and label signal word (i.e. caution, warning, or danger) and shall provide the same information prior to using any other product not originally submitted and approved by the City during the term of the contract.

Pesticides must be EPA-registered or exempt from registration under section 25b of the Federal Insecticide and Rodenticide Act (FIFRA) at the time of submittal. All products must be applied in strict compliance with the most current labeling restrictions and/or consistent with most current EPA-approved application use at the time of application.

EPA Toxicity Class I pesticides shall be reviewed for the least toxic effective alternative prior to purchase. Contractors shall review the Groundwater Protection List prior to pesticide purchase; when available, alternative pesticides that are not on the Groundwater Protection List and meet the same need shall be used.

6. Defense and Indemnification

6.1. Standard General Defense and Indemnification

To the fullest extent possible under Arizona law, 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.

To the fullest extent possible under Arizona law, Indemnitor must defend, indemnify, and hold harmless Indemnitee from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney fees, expert fees, and reasonable expenses of investigation and remedial work (including but not limited to investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any **Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as “Losses”)** to the extent that such Losses are caused by the fault of Indemnitor, its officers, officials, members, managers, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. 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. As used in this section: (a) “Hazardous Substances” are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) “Environmental Law” means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) “Fault” means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or

related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

7. Insurance Requirements

7.1. Contractor's Insurance (Property Manager)

Contractor and subcontractors, at their sole cost and expense and not to be included as a reimbursable operating expense of a property, must procure and keep in force insurance against claims that may arise from or relate to performance of the work hereunder by Contractor and its agents, representatives, employees and subcontractors. Contractor and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

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

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

7.1.1. Scope and Limits of Contractor's Insurance

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

a. Commercial General Liability

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

Commercial General Liability – Occurrence Form.

General Aggregate \$5,000,000

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

Personal and Advertising Injury \$5,000,000
Each Occurrence \$5,000,000

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Policy must be endorsed to include Sexual Abuse and Molestation when contractor or sub-contractors are working around children.
- Remove any endorsements excluding lead paint or lead contamination.
- Policy must include operation of mobile equipment (if required as part of the Scope of Services).

b. Automobile Liability

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

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

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

c. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory
Employers' Liability

Each Accident \$100,000
Disease – Each Employee \$100,000
Disease – Policy Limit \$500,000

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

d. Professional Liability (Errors and Omissions Liability)

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

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

e. Network Security & Privacy Network Security and Privacy

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

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

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

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

f. Fidelity Bond or Crime Insurance

Bond or Policy Limit \$1,000,000

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

g. Contractor's Pollution Liability

For losses caused by pollution conditions that arise from the operations of the Contractor as described in the Scope of Services section of this Contract.

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

- The policy should be written on an "occurrence" basis with no sunset clause.
- Such insurance must name the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- The policy must provide coverage for pollution conditions that arise from the operations of the contractor described under the scope of services of the contract. The policy should include the following coverages:
 - Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death and medical monitoring costs.
 - Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss if use of tangible property that has not been physically injured or destroyed including diminution in value.

- Environmental damage including physical damage to soil, surface water or groundwater, or plant or animal life, caused by Pollution Conditions and giving rise to Clean-Up Costs.
- Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages
- Asbestos or lead – no exclusion
- Mold and legionella coverage

7.2. General Liability Insurance (Operational Expense and Site-Specific)

Contractor shall procure and keep in force for the benefit of the property the Commercial General Liability insurance as detailed below. The cost of such insurance shall be at the property owner's expense and, at the City's direction, shall be processed by Contractor as an operating expense of a property. Such policies shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a "following form" basis, and (2) all terms under each line of coverage below are met.

Commercial General Liability – Occurrence Form.

General Aggregate \$5,000,000

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

Personal and Advertising Injury \$5,000,000

Each Occurrence \$5,000,000

- The policy must name the City of Phoenix as an 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.
- 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 insured.
- City of Phoenix is an insured to the full limits of liability.
- Policy must be endorsed to include Sexual Abuse and Molestation when contractor or sub-contractors are working around children.
- Remove any endorsements excluding lead paint or lead contamination.
- Policy must include operation of mobile equipment (if required as part of the Scope of Services).

7.3. Property Insurance (Operational Expense and Site-Specific)

At the City's request, Contractor shall procure and keep in force for the benefit of the property the Property Insurance as detailed below. The cost of such insurance shall be at the property owner's expense and, at the City's direction, shall be processed by Contractor as an operating expense of a property. Such policies shall provide for 100% replacement cost coverage, mechanical breakdown/boiler and machinery coverage, and business interruption/loss of rents coverage.

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

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

Policy must contain a waiver of subrogation against The City of Phoenix.

Contractor will purchase coverage for the existing structures as follows:

Building Coverage: 100% insurable Replacement Cost Value

Contents Coverage: Loss of Rents: 100% of Annual Rent Revenues

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

Flood Insurance:

Mandatory for property within 100 Year Flood

Mechanical Breakdown /Boiler & Machinery:

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

Extensions: Vacant/Unoccupied up to 60 days.

Deductible: Not to exceed \$10,000

7.4. Notice of Cancellation

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

7.5. Acceptability of Insurers

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

7.6. Verification of Coverage

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

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

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

7.7. Subcontractors

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

7.8. Approval

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

8. Submittals

8.1. Copies

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

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

8.2. Solicitation Response Check List

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

The written offer should be:

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

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

SUBMITTALS

ATTACHMENT A – QUESTIONNAIRE

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

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

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

A. METHOD OF APPROACH (300 Points) 300

Question 1.

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

Question 2.

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

Question 3.

Describe in detail the policies or procedures the Offeror will use to affirmatively market the units in compliance with Fair Housing regulations.

Question 4.

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

Question 5.

Describe in detail the property management and budget software utilized to manage the Property. The City requires real-time view and reporting access to software. State your financial reporting and monitoring capabilities to ensure contract funds are managed responsibly.

Question 6.

Provide a list or table that outlines the number of staff Contractor / Proposer will provide at each site including: office staff, maintenance staff, other staff (ex, grounds keepers and housekeepers). Include the on-site office hours and days of operation for each site. These staff total must match the staffing costs section in Attachment B.

Question 7.

Provide in submittal audited or unaudited financial statements for a property currently managed by the Offeror that is similar in size and resident population to these properties.

Question 8.

Please provide a Pro Forma for this property with anticipated estimates being as accurate as possible.

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

Question 1.

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

Question 2.

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

Question 3.

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

Question 4.

Provide a company organizational chart listing the following:

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

a) List the proposed key members of staff to be assigned to the City of Phoenix's contract including their roles (Accounting, Compliance, District / Regional Managers, Office staff, and Maintenance) and estimated participation in delivering services. Provide the staff positions, minimum qualifications, and wage rates.

b) Attach resumes, education and training, and licenses and certifications of the key personnel that will be assigned to this agreement. Resumes shall clearly state any experience specifically related to the scope of work.

Question 5.

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

Question 6.

Offeror shall describe any situations whereby you were unable to complete timely income verifications or certifications at the beginning of a new lease term or at lease renewal.

Question 7.

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

Question 8.

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

Question 9.

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

Question 10.

Describe any circumstances when you were unable to achieve budgeted Net Income by more than 20%, where you have managed the property for at least 1 year.

SUBMITTALS

ATTACHMENT B – FIXED FIRM BID PRICE SCHEDULE (150 POINTS)

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

Group A – This is the aggregate amounts for all 5 properties.

1. MANAGEMENT FEE:

Management fee percent must be between 4% and 10%

Item No.	FY24/25 Projected Total (Net) Revenue	Proposed Fixed Management Fee %	Estimated Annual Management Fee
1.	\$ 3,063,182	_____ %	\$ _____ (Est. Total (Net) Revenue x Fixed Management Fee %)

Item No.	Staff Description	Number of Staff Provided	Annual Cost to Property for 1 st year
1.	Maintenance Staff *		\$
2.	On-site Office Staff *		\$
3.	Other Staff (Please provide title and * function)		\$
4.	Any Applicable Compliance Fees		
5.	Staff Bonus (if applicable) *		\$

Total Annual Staffing Cost	\$ _____
-----------------------------------	-----------------

*** Please include Payroll Burden**

Break out and list below any and all payroll-related “burden” costs separately. The contractor should list separately below all expenses intended to be treated as a property level expense (as opposed to a management company corporate expense), including but not limited to employee healthcare benefits, the company share of any 401(k) benefits, staff performance bonus, other payroll taxes and insurance, etc.

Item No.	Detailed Payroll Burden	Annual Payroll Burden / expense category

If there are more items to list than lines, please add on separate sheet and include in proposal.

GRAND TOTAL (Management Fee plus 1st year Total Annual Staffing Cost inclusive of Payroll Burden) : \$ _____

3. ADMINISTRATIVE COSTS (Not included in scoring)

Site based computer hardware and software costs:

- A software licensing fee per unit per month for affordable Yardi (or comparable system), Rent Café and affordable Yardi portal \$ _____
- Set-up fee for new users \$ _____
- Other fees \$ _____

GRAND TOTAL: \$ _____

Estimated Annual Management Fee + Total 1st year
Annual Staffing Cost

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

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

YEARS IN BUSINESS AND REFERENCES

(please complete and return with the submittal)

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

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

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

Name of Company: _____

Name of Contact: _____

Email Address: _____

Phone Number: _____

CONFLICT OF INTEREST AND TRANSPARENCY FORM

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

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

1. Name of person submitting this disclosure form.

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

2. Contract Information

Solicitation # or Name:

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

--

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

--

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

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

--

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

--

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

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

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

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

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

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

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

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

- 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

CONTRACTOR LICENSING REQUIREMENTS

(please complete and return with the submittal)

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

Offeror certifies possession of the following license:

Licensed Contractor's Name _____

Class _____

License Number. _____

Expiration Date _____



EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____

OFFER

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

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

Arizona Sales Tax No. _____
 Use Tax No. for Out-of-State Suppliers _____
 City of Phoenix Sales Tax No. _____
 Arizona Corporation Commission File No. _____

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

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

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

 Authorized Signature

 Date

 Print Name and Title
(President, Manager, Member)

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

Street Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Email Address: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX

A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate:
Title:
Department:

Attest:

_____ this ____ day of _____ 2024

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.

**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

Exhibit A - Office Closure Notification and Update Template

Email Subject Line: Property Name and date of Closure

Reason for Office Closure:

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

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

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

Name of Replacement:

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

Badged (Y/N):

Property Replacement is being pulled from (if COP):

Name of fill-in at Replacement Property:

Position of fill-in at Replacement Property:

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

Exhibit B - Incident Report Form Details

Incident Report Form Details

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

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

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

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

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

Exhibit C

Storm Damage Notification

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

Monday- Friday Storm Updates needs to be emailed to the Asset Mgt team by 8:00 am the morning following a storm.

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

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

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

Exhibit D to RFP-FY25-086-01 (DRW)

Work Order Directory

Property : SAMPLE

Call Date From : 07/01/2021

Call Date To : 07/31/2021

All Status in EXCEL

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

Exhibit E to RFP-FY25-086-01 (DRW)

Unit Statistics

Sample Property

As Of = 05/31/2024

Unit Type	Total Occupied	Occupied	Total	Occupied	Average	Average	Total	Occupied	Occupied	Loss/Gain	Ready	Not	Model	Admin	Down	
	Units	Units	SqFt	SqFt	Market Rent	Occupied Rent	Market Rent	Market Rent	Potential	To Lease	To	Ready				
		Percent			Per Unit	Per Unit	Rent	Rent	Rent	Rent	To Rent					
Sample Property 1/1 (fc1/1)	22.00	22	100.00	13,200	13,200	656.68	652.59	14,447.00	14,447.00	14,357.00	90.00	0.00	0.00	0	0	0
Sample Property 2/1 (fc2/1)	60.00	58	96.66	49,914	48,264	786.93	780.79	47,216.00	45,567.00	45,286.00	281.00	2.00	0.00	0	0	0
Total	82	80	97.56	63,114	61,464	751.98	745.53	61,663.00	60,014.00	59,643.00	371.00	2	0	0	0	0

Property Summary

Physical Occupancy	Occupied	Occup.%	Vacant	Vacant %	Total
Square Footage	61,464	97.38	1,650	2.61	63,114
Unit Count	80	97.56	2	2.43	82

Rental Rates	Occupied	\$/SqFt	Percent	Vacant	\$/SqFt	Percent	Total	\$/SqFt	Total %
Market Rent	60,014.00	0.97	97.32	1,649.00	0.99	2.67	61,663.00	0.97	100.00
Occupied Rent	59,643.00	0.97	96.72	1,649.00	0.99	2.67	61,292.00	0.97	99.39
Loss To Lease	371.00	0.00	0.60						

Exposure to Vacancy	Units	Percent
Total Vacant	2	2.43
Less Vacant Rented	-2	2.43
Less Notice Rented	-1	1.21
Less Non Revenue	0	0.00
Plus All Notices	1	1.21
Net Exposure to Vacancy	0	0.00

Make Ready Status	Units	Percent
Total Vacant Units	2	100.00
Ready to Rent	2	100.00
Not Ready to Rent	0	0.00
Non Revenue	0	0.00

Residential Activity	Month-to-Date
Move Ins	0
Reverse Move Ins	0
Move Outs	2
Cancel Move Outs	0
Renewals	5
Skips/Notices/Early Term	1
Evictions	1

Exhibit F to RFP-FY25-086-01 (DRW)

Unit Availability Details

Sample Property
 As Of: 07/31/2021
 Showing Pre-Leased: Yes
 Showing Occupied: No
 Group By: UnitType

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

Exhibit G to RFP-FY25-086-01 (DRW)
 Property Name
12 Month Actual to Budget
 Period = Jul 2024-June 2025
 Book = Accrual ; Tree = dm_is

													New/Proposed	Current	Current	Current vs Proposed	Prior		
		Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Budget	Budget	Budget	Total	Total	Total	Total	Total	Actual	NOTES
		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	2024-2025	2023/2024	2023/2024	Variance	2022/2023	
													Budget	Act+ Forecast	Budget		Actual		
	Occupancy %																		
	Move-Ins																		
	Move-Outs																		
	Renewals																		
	RENTAL INCOME																		
4510-0000	Rental Charges																		
4570-0000	Tenant Based Subsidy																		
4730-0000	Vacancy																		
4735-2000	Write-Offs (Move-Out)																		
	TOTAL RENTAL INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0			0	
	OTHER INCOME																		
5610-1000	Laundry Income																		
5630-2000	Pet Preparation Fee																		
5690-0000	Interest on Bank Accounts																		
5710-0000	Pet Monthly Charge																		
5720-0000	Utility Income																		
5730-0000	Late Fee																		
5740-0000	NSF Fees																		
5750-0000	Application Fees																		
5820-1000	Resident Legal Fees																		
5820-2000	Damages & Cleaning																		
5820-3000	Locks & Keys																		
5850-0100	Administrative Fee																		
5860-0000	Write-Offs (Non Rent Move Out)																		
	TOTAL OTHER INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0			0	
	TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0			0	
	OPERATING EXPENSES																		
	PAYROLL EXPENSE																		
6110-0000	Salaries - Site Manager																		
6120-0000	Salaries - Maintenance																		
6160-0000	Payroll Burden																		
6175-0000	Uniforms																		
	TOTAL PAYROLL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0			0	
	GENERAL & ADMINISTRATIVE																		
6410-0000	Management Fees																		
6430-0000	Bank Fees																		
6440-0000	Credit Verification																		
6450-0000	Legal/Professional Fees																		
6451-0000	Audit, Accounting, Consulting Svcs.																		
6510-0000	Office Supplies																		
6520-0000	Computer Support/Supplies																		
6540-0000	Postage/Shipping																		
	TOTAL G & A EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0			0	
	ADVERTISING & MARKETING																		
6710-0000	Advertising																		
6715-0000	Promotion																		
	TOTAL ADVERTISING & MARKETING	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0			0	
	UTILITIES																		
7105-0000	Electric Property Meters																		
7110-0000	Electric Resident Meters																		
7130-0000	Water																		
7131-0000	Sewer																		
7140-0000	Telephone																		
7170-0000	Sanitation																		
	TOTAL UTILITIES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0			0	
	TAXES & INSURANCE																		
7220-0000	Property Insurance																		
	TOTAL TAXES & INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0			0	
	REPAIRS & MAINTENANCE																		
7425-0000	Appliance Repairs & Supplies																		
7460-0000	Carpet & Vinyl																		
7480-0000	Cleaning & Supplies																		
7525-0000	Electrical Repairs & Supplies																		
7550-0000	Fire Extinguisher																		

Property Name
12 Month Actual to Budget
 Period = Jul 2024-June 2025
 Book = Accrual ; Tree = dm_is

	Actual Jul-24	Actual Aug-24	Actual Sep-24	Actual Oct-24	Actual Nov-24	Actual Dec-24	Actual Jan-25	Actual Feb-25	Actual Mar-25	Budget Apr-25	Budget May-25	Budget Jun-25	New/Proposed	Current	Current	Current vs Proposed	Prior	NOTES	
													Total 2024-2025 Budget	Total 2023/2024 Act+ Forecast	Total 2023/2024 Budget	Variance	Total 2022/2023 Actual		
7590-0000 HVAC Repairs & Supplies																			
7615-0000 Locks & Keys																			
7616-0000 Light Bulbs																			
7620-0000 Landscaping																			
7665-0000 Paint Services & Supplies																			
7680-0000 Exterminating																			
7695-0000 Plumbing Repairs & Supplies																			
TOTAL REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0				0	
TURNOVER EXPENSES																			
7348-1000 Turnover In house Paint																			
7348-5000 Paint Services/Supplies																			
7348-2000 Turnover In house Flooring																			
7341-2000 Carpet/Flooring																			
7348-3000 Turnover In house Cleaning																			
7348-4000 Turnover In house Appliances																			
TOTAL TURNOVER EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	
TOTAL OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0				0	
NET OPERATING INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0				0	
NON-OPERATING EXPENSES																			
REPLACEMENT EXPENSES																			
7339-0000 Replacement - Plumbing																			
7340-0000 Replacement - Air Conditioning																			
7341-2000 Replacement - Carpet/Flooring																			
7342-2000 Replacement - Appliances																			
7344-2000 Replacement - Other																			
TOTAL REPLACEMENT EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0				0	
TOTAL NON-OPERATING EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0				0	
NET INCOME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0				0	

Exhibit I

BID Package Approval Request

Management Company: _____

CAPS or Operating: _____

Date: _____

Community Name: _____

Project Description: _____

Bids Received:

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

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

Notes:

COP Recommendation Approved by

Date

Exhibit J

Bid Approval Request

All Bid Request must be emailed as a Bid Package

Must include 3 bids

Must include a Bid Cover Sheet

Must include a Bid Comparison Sheet

Email must include:

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

Sample of Snap Shots:

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

Sample Property - Bid Project Name

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

Description Key	
Included Service	*
Not Specified	NS

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

Exhibit L – Current Move In Cost Sheet

Application Fee	\$50	Nonrefundable	One time per applicant
Holding Deposit	\$100	Refundable only if cancelled within 72/hrs Refundable if denied	
Preparation Fee	\$150	Nonrefundable	One time per Unit
Security Deposit	\$300 – 1 month rent depending on credit	Refundable	
Pet Deposit*	\$150 per pet / max 2	Refundable	
Pet Fee*	\$150 per pet / max 2	Nonrefundable	
Pet Rent*	\$15 per pet / max 2		Monthly
Transfer Fee	\$150		

- Not applicable to Service or ADA Companion Pets



City of Phoenix

ADMINISTRATIVE REGULATION	A.R. NUMBER 1.90 revised
	FUNCTION General
INFORMATION PRIVACY AND PROTECTION	Page 1 of 5
	EFFECTIVE DATE March 19, 2009
	REVIEWED DATE

I – Purpose

Maintaining information privacy and protection is essential to preserving the City’s high level of public trust. This Administrative Regulation (AR) establishes Citywide policies to protect personal identifying information (PII) and restricted City information regardless of its format (i.e. electronic, computerized or hard copy formats). Information is defined as any data or record collected, obtained and/or maintained by the City of Phoenix. This AR applies to all employees, contractors and third parties with access to City information. For more information specific to contractors and third parties, see Administrative Regulation 1.91. Any questions should be directed to the City Privacy Officer/Information Technology Services.

II – Definitions

1. Personal Identifying Information: refers to any information that identifies and describes an individual, including but not limited to, the individual’s first name and last name, or first initial and last name **combined** with:
 - *private information* – examples include residence or mailing address, telephone number, protected health information, date of birth, mother’s maiden name, etc.; or
 - *government-issued identifiers or information* – examples include Social Security Number, driver’s license or non-operating identification number, citizenship status or alien identification number, tax identification number, etc.; or
 - *financial account information* – examples include credit card or debit card numbers, savings or checking account numbers, any other security entitlement account number, retirement account number, account passwords or access codes, etc.

2. Restricted City Information: information for which unauthorized access, modification, or loss could have a negative affect on the City or the public. Examples include sensitive public infrastructure and/or utility information, all information exempt from public disclosure under state or federal public records laws, customer databases, employee personnel records and information, selected procurement information, licensed proprietary or copyrighted information, and security information.

3. Breach of Information Security (Breach): unauthorized acquisition of and access to personal identifying and restricted City information. Good-faith acquisition of personal identifying and restricted City information by a City employee or agent is not a breach of information security, provided the information is not used for a purpose unrelated to City business or subject to further willful unauthorized disclosure.
4. Critical Breach of Information Security (Critical Breach): unauthorized acquisition of and access to unencrypted or unredacted computerized information that contains an individual's first name or first initial and last name in combination with one or more of the following: (1) the individual's Social Security Number, (2) driver's license or non-operating identification number, (3) financial account number or credit/debit card number in combination with any required security code, access code or password that would permit access to the individual's financial account. In addition, access to this information must materially compromise the security or confidentiality of the information maintained and cause or be reasonably likely to cause substantial economic loss to an individual. Good-faith acquisition of this information by a City employee or agent is not a critical breach of information security, provided the information is not used for a purpose unrelated to City business or subject to further willful unauthorized disclosure.

III – Securing Personal Identifying Information and Restricted City information

Personal identifying information and restricted City information should only be accessed in order to perform specific job-related responsibilities or assignments. All employees should comply with their department's Information Management Plan, which establishes departmental policies for collecting, managing and securing personal identifying information and restricted City information collected or obtained in the course of conducting City business.

Personal identifying information and restricted City information, whether in electronic format or hard copy, should be secured and protected at all times to avoid unauthorized access. When not in use, users should ensure this type of information is physically secured or protected through approved electronic methods. When this type of information is saved to laptop computers, computerized devices, or removable storage devices, the data should be protected through a City-approved method, such as encryption or password protection, and the equipment or device itself should be secured by storing it in a locked desk, cabinet, or by another appropriate method when not in use.

When personal identifying information and restricted City information, regardless of its format, is no longer necessary or exceeds record retention requirements, the information should be redacted or destroyed through appropriate and secure methods. For appropriate authorization and disposal of public records, follow established procedures outlined in AR 1.61 Records Retention Policy. For information on disposal of electronic media, contact Information Technology Services.

Separate and apart from the requirements for protecting personal identifying information as defined previously in this AR, employees are reminded that Social Security Numbers or financial account information should never be disclosed.

Any concerns regarding the unauthorized access to or inappropriate use of personal identifying information and restricted City information should be reported to an employee's immediate supervisor as soon as possible. In the event of a potential critical breach of information security, the Department Head and City Privacy Officer shall also be notified.

IV – Information Management Plan

Each City department will develop an Information Management Plan establishing policies for collecting, managing and securing personal identifying information and restricted City information generated, collected, or obtained in the course of conducting City business. Departments should develop an inventory of the information they currently collect, use and/or store, including information shared with another department or business entity. The Plan should:

- identify all departmental personal identifying information and restricted City information regardless of format
- limit or eliminate collection and/or storage of redundant or unnecessary personal identifying information and restricted City information
- define appropriate measures to be taken to ensure privacy and security of personal identifying information and restricted City information
 - computerized information – procedures ensuring information is protected through a City-approved method and appropriate connectivity in accordance with relevant City AR's and IT standards as well as applicable regulatory, legal, and contractual requirements
 - hard copy – procedures for assuring that files or documents containing personal identifying information and restricted City information are secure when not in use or when removed from the office for business purposes
- outline departmental policies for the creation, access, use and destruction of personal identifying information and restricted City information
- identify appropriate levels of access for personal identifying information and restricted City information, and all positions with potential access

- identify procedures for sharing information with private and third-party requests that meet public records laws without violating privacy laws or interests
- Every Department which accepts credit/debit cards is responsible for ensuring reasonable steps are taken to identify how the department intends to comply with payment card industry (PCI) standards (refer to A.R. 3.96 for specific requirements)
- outline strategies that will be used to inform and educate employees regarding information privacy and protection

Department Heads are responsible for assuring the department's Information Management Plan complies with all applicable laws, regulatory requirements, City policies and contractual requirements. To assist departments with ensuring they meet this requirement, questions regarding the nature, scope or extent of personal identifying information and restricted City information should be reviewed with the Law Department. Public records management or record retention requirements should be reviewed with the City Clerk Department. Infrastructure requirements and methods for appropriately protecting computerized data should be reviewed with Information Technology Services.

Departments are responsible for maintaining current Information Management Plans. Plans should be revised as appropriate when business processes change that affect personal identifying information or restricted City information. At a minimum, departments shall review their Plans annually. Copies of the initial plan and any updates should be submitted to the City Privacy Officer, who may circulate it for review by a team of representatives including the Law, City Clerk, Personnel and Information Technology Services Departments. The City Privacy Officer shall also maintain a central repository of all current department Plans.

V – Handling Unauthorized Access, Disclosure or Loss of Personal Identifying Information and Restricted City information

Each department is responsible for ensuring reasonable steps are taken to ensure the privacy, integrity and security of personal identifying information and restricted City information is maintained. These steps include:

- All potential breaches of information security shall be reported up the supervisory chain of command to the Department Head. In the event of a potential critical breach of information security, the City Privacy Officer shall also be notified.
- An investigation shall be conducted, subject to the needs of law enforcement, taking necessary measures to determine the nature and scope of the incident. An investigative summary shall be forwarded to the City Privacy Officer for his/her review and recommendations.

- If the investigation reveals a critical breach of information security, the City Privacy Officer shall notify the City Manager's Office. The City Manager, or his/her designee, in consultation with the Law Department and Public Information Office, shall determine how the affected individuals or organizations will be notified.
- The City is only obligated to notify individuals affected by **critical** breaches of information security. Although not legally required to do so, the City may choose to issue notifications regarding other breaches. All notifications must be approved by the Public Information Office and the City Manager, or his/her designee.
- The City shall take all appropriate actions to address unauthorized use and/or recover lost or stolen personal identifying information and restricted City information.

VI – Acknowledgement

Departments are responsible for ensuring all affected employees, business partners and third parties are aware of and trained on the department's Information Management Plan and this AR. At a minimum, follow-up training shall occur annually and any time the department's Plan is revised.


VII – City Auditor Department

The City Auditor Department will conduct periodic audits to evaluate compliance with the responsibilities set forth in this AR. Those audits will include departmental assessments of Information Management Plans and the department-specific policies, procedures, and mechanisms in place to ensure sustained compliance with those Plans.

VIII – Violation of this Policy

Violation of this AR may be subject to disciplinary action up to and including termination.

FRANK FAIRBANKS, City Manager

By: 

Lisa Takata
Executive Assistant to the City Manager



City of Phoenix

ADMINISTRATIVE REGULATION	A.R. NUMBER
	1.91 revised
SUBJECT INFORMATION PRIVACY AND PROTECTION SUPPLEMENT – DATA SHARED WITH THIRD PARTIES	FUNCTION
	General
	Page 1 of 3
	EFFECTIVE DATE
	March 19, 2009
	REVIEW DATE

I – Purpose

This Administrative Regulation (AR) is intended to supplement AR 1.90, Information Privacy and Protection, by providing guidance for City Departments when sharing data, including personal identifying information and restricted City information, with a third party. Maintaining information privacy and protection is essential to preserving the City’s high level of public trust. All City employees and Departments share responsibility for ensuring information collected and maintained by the City is adequately protected. This AR does not address public records requests, but rather, instances when the City is sharing data with external business partners. Any questions should be directed to the City Privacy Officer/Information Technology Services.

II – Definitions

1. The definitions set forth in AR 1.90 are incorporated by reference to this AR.
2. Third Party: refers to any non-City employee, entity or organization to whom the City may provide information in the course of performing City business. Examples include vendors, consultants, contractors, insurance companies, credit bureaus, residents, and other government entities.

III – Department Responsibilities

Individual departments are responsible for the oversight of third parties who have access to the department’s data, including personal identifying information and restricted City information.

Prior to sharing personal identifying information and/or restricted City information with a third party, the department must complete each of the following steps:

- Document in its Information Management Plan why sharing personal identifying information or restricted information with third parties is necessary.
- Clarify in its Information Management Plan the data being shared that is to be considered personal identifying information and/or restricted information.
- Require the third party to comply with state, federal, and local privacy laws, and City policies.

- Verify whether the third party conducts background checks of its employees and any other individuals who will have access to the personal identifying information and restricted City information it receives from the department. Require third-party employee credentialing and bonding for these employees.
- Verify whether the third party has appropriate data security systems and procedures, including transfer safeguards, disposal procedures, breach response and notification procedures.
- Require third parties to acknowledge that they are prohibited from releasing information to other independent parties and from using the information for any purpose other than that which it received the information.
- Require the third party to notify the contracting City department immediately if a breach is suspected.
- Require the third party to acknowledge that it is prohibited from notifying individuals affected by a breach or critical breach of the City's information without the prior written consent of the City. The third party must also acknowledge that it will be responsible for costs incurred by the City to investigate potential breaches and/or to notify those affected. The third party must also acknowledge that it will be responsible for any costs the City incurs to defend itself, including attorneys' fees, and for any monetary damages or penalties the City is assessed as a result of breaches of information resulting from the third party's negligence.
- Include provisions in written contracts with third parties that require data security safeguards. Where the business relationship with the third party is not conducive to the execution of a written contract, the department must enter into a Data Security Agreement with the third party.

IV – Contracts and/or Data Security Agreements

In light of the above responsibilities, departments shall enter into written agreements that detail the City's expectations regarding information privacy and protection. The Law Department shall be consulted and must approve all contract language.

Where a City Department is required by state, federal, or local law to disclose information to a third party and that information includes personal identifying information and restricted City information, a written agreement will not be required.

The Municipal Court is subject to the administrative supervision of the Arizona Supreme Court pursuant to Article VI, § 3, of the Arizona Constitution and is exempt from the requirements of this AR to the extent such requirements may be inconsistent with Rules and Administrative regulations of the Arizona Supreme Court.


V – City Auditor Department

The City Auditor Department will conduct periodic audits to evaluate compliance with the responsibilities set forth in this AR. Those audits will include not only assessments of department-specific policies, procedures, and mechanisms in place to ensure sustained compliance with this AR, but also assessments of the information security measures implemented by the third party.

VI – Violation of this Policy

Violation of this AR may be subject to disciplinary action up to and including termination.

FRANK FAIRBANKS, City Manager

By 

Lisa Takata
Executive Assistant to the City Manager