



City of Phoenix

PROFESSIONAL SERVICES
REQUEST FOR PROPOSAL - RFP-25- MSD-0497
PROPERTY MANAGEMENT FOR THE CITY OF
PHOENIX - FAMILY ADVOCACY CENTER

City of Phoenix
Human Services
200 W. Washington St. 18th Floor
Phoenix, AZ
85003

RELEASE DATE: December 13, 2024

MANDATORY PRE-PROPOSAL MEETING: January 3, 2025; 9:00 AM

DEADLINE FOR QUESTIONS: January 10, 2025; 3:00 PM

SOLICITATION DUE DATE: January 31, 2025, 3:00 PM

City of Phoenix
 REQUEST FOR PROPOSAL - RFP-25-MSD-0497
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 FAMILY ADVOCACY CENTER

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Exhibits:

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Standard Terms and Conditions
- Exhibit D – Special Terms and Conditions
- Exhibit E – Floor Plans
- Exhibit F – City of Phoenix Vendor Questionnaire

Attachments:

- Attachment A – Years in Business and References
- Attachment B – 24 Hour Emergency Contact
- Attachment C - Conflict of Interest and Transparency
- Attachment D - Costs and Payments rev
- Attachment E – Contractor Licensing Requirements
- Attachment F – Certification Regarding Debarment
- Attachment G – Certification of Ability to Obtain Insurance
- Attachment H – Confidential Information
- Attachment I – Offer Form
- Attachment J – Place of Business
- Attachment K – Authority to Sign Documents
- Attachment L – Affidavit of Lawful Presence
- Attachment M – Proposal Submittal Affidavit
- Attachment N – Financial Responsibility Questionnaire
- Attachment O – Treasury Department Letter

1. INSTRUCTIONS

1.1. Introduction

1.1.1. *Summary*

The City of Phoenix Human Services Department (HSD) requires 3rd party property management services in connection with the continued operations of the City's Family Advocacy Center (Property), located in Phoenix, Arizona.

The Property is a three-story office building with a two-story parking structure. The building contains 87,230 square feet of space which is tenant/owner occupied. The parking structure has 236 spaces, 127 covered and 109 uncovered on the second floor. The non-City tenants have designated parking spaces included in their individual lease agreements. The Property includes a separate developed parking lot located across the street at 42 W. Cypress. The lot has 32 spaces covering 11,330.71 square feet. The floor plan for the Property is included as Exhibit E. There is a small office on the garden level for use by the property management staff. Internet, telephone, and computer equipment is provided. The property management office has a designated parking space next to the building.

The Contractor will be responsible for setting up a checking account for the deposit of rents and payment of expenses. If work is performed by a sub-contractor, the Facilities Management Company will make payment to the subcontractor(s). The Contractor will submit a monthly check to the City for income which exceeds revenues.

Annually, the contractor and the City will construct a city-funded budget for the coming year. This budget will cover all expenses for the maintenance and operation of the building, including capital projects. Costs for janitorial, landscaping, trash removal, elevators, etc. will be accounted for in this approved budget and are not included in the Property Manager's fee.

1.1.2. *Contact Information*

Nancy Harrison

Contracts Specialist II Lead

Email: nancy.harrison@phoenix.gov

Phone: [\(602\) 262-4037](tel:(602)262-4037)

Department:

Human Services

1.1.3. Timeline

Release Project Date	December 13, 2024
Pre-Proposal Meeting and Site Tour (Attendance is Mandatory)	January 3, 2024, 9:00 am Family Advocacy Center Community Conference Room, 2nd Floor 2120 N. Central Avenue Phoenix, AZ 85004
Question Submission Deadline	January 10, 2025, 3:00 pm
Question Response Deadline	January 17, 2025, 3:00 pm
Proposal Submission Deadline	January 31, 2025, 3:00 pm

1.2. Description – Statement of Need

The City of Phoenix invites sealed offers for property management services for a one-year contract with four options to extend, commencing on or about July 1, 2025, in accordance with the specifications and provisions contained herein or the “Effective Date” which is upon award by City Council, conditioned upon signature and recording by the City Clerk’s department, as required by the Phoenix City Code, whichever is later.

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

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

1.3. Minimum Qualifications

MANDATORY PRE-PROPOSAL CONFERENCE

Proposers must attend the Pre-Proposal Conference at the date, time and location listed in the Schedule of Events. The Pre-Proposal Conference will include a site tour of the Family Advocacy Center and is mandatory. Proposers must attend the Pre-Proposal Conference and site tour to be eligible to submit a proposal. Proposers should ensure they sign on the sign-in list. ***Any proposal received from a Proposer that failed to attend the mandatory Pre-Proposal Conference will be determined non-responsive for this solicitation and the proposal will be rejected.***

These qualifications are required of the Proposer to be eligible to submit an RFP response. Responses must clearly show compliance to these qualifications. Those that are not clearly responsive may be rejected by the City without further consideration. The Proposer shall:

- Have at least five (5) years' experience doing continuous commercial property management;
- Attend the mandatory Pre-Proposal Conference as scheduled in the Schedule of Events;
- Possess a Certified Property Management certificate and/or license;
- Have reasonable and working knowledge and understanding of the general principles and responsibilities of property management, including applicable laws;
- Have working knowledge of principles of business administration, marketing, accounting, advertising, insurance, repairs and maintenance, taxation and public relations;
- Have access to skilled specialist for repair and maintenance work and have the ability to address property maintenance in a timely manner and property related emergencies on a 24-hour basis;
- Be able to demonstrate sufficient financial capability and capacity;
- For financial reporting, Proposer should anticipate that Proposer will be using their own financial management computer system and either submit data electronically or via hardcopy.
- For Proposer staff assigned to this contract with site visit responsibilities: Be able to meet the requirements for maximum background screening, including CJIS background checks.
- Be able to obtain an endorsement under their General Commercial Liability coverage for sexual abuse and molestation.
- Submit all documents required by this RFP. Proposer must agree that its proposal continues to be valid and irrevocable for 180 calendar days after the Proposal Due Date.

1.4. Agreement Term and Contractual Relationship

Offerors are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Offeror agrees it will be bound by the agreement. The City anticipates a five-year contract term.

Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions;
- completing the services set forth in the Scope of Work (the "Services");
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.

1.5. Scope of Work and Special Terms and Conditions

Contractor will provide consulting services that will be in accordance with the Scope of Work as set forth in Scope of Work section, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in Special Terms and Conditions section. Contractor will provide progress reports to the City of Phoenix Human Services Department Project Manager, or “the City” per a mutually agreed-upon schedule.

1.6. City’s Vendor Self-Registration and Notification

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

1.7. Preparation of Offer

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

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

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

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

- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
- B. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- D. The City does not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this

solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

- E. Offerors are reminded that the specifications stated in the solicitation are the minimum level required and that Offers submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Offers offering less than any minimum specifications or criteria specified are not responsive and should not be submitted.
- 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.

1.8. Exception

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

1.9. Inquiries

All questions that arise relating to this solicitation should be submitted in writing by email to the Procurement Officer and must be received by the due date indicated in the Timeline. The City will not consider questions received after the deadline.

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

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

1.10. Addenda

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

1.11. Licenses

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

1.12. Certifications

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

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

1.13. 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 timestamp on the email submittal.

Offers must be submitted in the following way:

1. Submitted electronically by email to hsdprocurement@phoenix.gov and the following information should be noted in the email:
 - a. Offeror's Name
 - b. Offeror's Address (as shown on the Certification Page)
 - c. Solicitation Number
 - d. Solicitation Title
 - e. Offer Opening Date
 - f. Offers are to be submitted in one email. The date and time on the email(s) as received/stamped by the City's inbox will provide proof of submission and verification whether the Offer was received on or prior to the exact time and date indicated in the Schedule of Events.
 - g. Any original documents (such as bonds, guaranties, powers of attorney), if required by the solicitation, must be separately delivered to, and received by the City on or prior to the exact time and date indicated in the Schedule of Events, with a clear indication of the Offer for which it is attributed.

1.14. Withdrawal of Offer

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

1.15. Offer Results

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

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

1.16. Pre-Award Qualifications

These qualifications are required of the Proposer to be eligible to submit an RFP response. Responses must clearly show compliance to these qualifications. Those that are not clearly responsive may be rejected by the City without further consideration. The Proposer shall:

- Have at least five (5) years' experience doing continuous commercial property management;
- Attend the mandatory Pre-Proposal Conference as scheduled in the Schedule of Events;
- Possess a Certified Property Management certificate and/or license;
- Have reasonable and working knowledge and understanding of the general principles and responsibilities of property management, including applicable laws;
- Have working knowledge of principles of business administration, marketing, accounting, advertising, insurance, repairs and maintenance, taxation and public relations;
- Have access to skilled specialist for repair and maintenance work and have the ability to address property maintenance in a timely manner and property related emergencies

on a 24-hour basis;

- Be able to demonstrate sufficient financial capability and capacity;
- For financial reporting, Proposer should anticipate that Proposer will be using their own financial management computer system and either submit data electronically or via hardcopy.
- For Proposer staff assigned to this contract with site visit responsibilities: Be able to meet the requirements for maximum background screening, including CJIS background checks.
- Be able to obtain an endorsement under their General Commercial Liability coverage for sexual abuse and molestation.

Submit all documents required by this RFP. Proposer must agree that its proposal continues to be valid and irrevocable for 180 calendar days after the Proposal Due Date.

1.17. 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.

B. Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all Offers or portions thereof; or (3) reissue a solicitation.

C. A response to a solicitation is an Offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Offers do not become contracts until they are executed by the Chief Procurement Officer or Department Director. **A contract has its inception in the award, eliminating a formal signing of a separate contract.** For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, and in any addendum or contract amendment.

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

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

1.19. Solicitation Transparency Policy

- A. Commencing on the date and time a solicitation is published, potential or actual Offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated Procurement Officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all Offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Offerors may not discuss the solicitation with any City employees or evaluation panel members.
- B. Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- C. With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- D. This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Offeror may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- E. "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy will be disqualified until the resulting contract(s) are awarded, or all Offers or responses are rejected, and the solicitation is

cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

1.20. Protest Process

- A. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety, or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- B. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an Offer, regardless of filing a protest.
- C. Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- D. Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- E. All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
 - 1. Identification of the solicitation number;
 - 2. The name, address, and telephone number of the protester;
 - 3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 4. The form of relief requested; and
 - 5. The signature of the protester or its authorized representative.
- F. The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

1.21. Public Record

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

1.22. Late Offers

Late Offers must be rejected, except for good cause. If a late Offer is submitted, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

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

1.24. 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.

1.25. 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.

1.26. 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.

1.27. Determining Responsiveness and Responsibility

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

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

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

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

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

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

1.28. 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 consensus score. The overall consensus scores will determine the Offerors' rankings, and which Offers are within the Competitive Range, when appropriate.

1.29. Offers Not Within the Competitive Range

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

1.30. 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.

1.31. Best and Final Offers (BAFO)

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

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

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

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

1.32. Fixed Offer Price Period

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

1.33. 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, Human Services Department, 200 W. Washington Street, 18th Floor, Phoenix, AZ 85003. It is the Offeror's responsibility to check the website, read the entire solicitation, and verify all required information is submitted with their Offer.

1.34. Business in Arizona

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

1.35. Evaluation Criteria

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

A.	Experience and Qualifications of Firm and Key Personnel	0-400 points
B.	Method of Approach	0-300 points
C.	Price Proposal	0-150 points
D.	Project Management Capacity	0-100 points
E.	Additional Financial Documentation	0-50 points

Total Points	1000 points
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2. AGREEMENT

2.1. Professional Services Agreement

**BETWEEN
THE CITY OF PHOENIX
AND
CONTRACTOR NAME**

This AGREEMENT is made and entered into this July 1, 2025, (“the Effective Date”), or as of the City Clerk date, whichever is later, by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and **insert legal name of Contractor here, insert state of corporation and correct business name – Corporation, LLC, etc. that you have confirmed on the Arizona Corporation Commission website**, (hereinafter referred to as “ Contractor”).

RECITALS

- A. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
- B. The City desires to obtain the services that are specifically set forth in this Agreement.
- C. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
- D. Contractor possesses the skills and expertise necessary to provide such services as desired by the City.
- E. **This Agreement is authorized by the City Council (Ordinance Number and Agenda Number if applicable) Enter date.**

NOW, THEREFORE, it is agreed by and between the parties as follows:

2.2. Term of Agreement

- A. This Agreement begins on the Effective Date in the above introductory paragraph, and upon approval by the City, for a one-year term with four options to renew for a total of five years.
- B. This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1. reaching the end of the term exercised as set forth in A;
 - 2. completing the services set forth in the Scope of Work included as (the “Services”);
 - 3. payment of the maximum compensation under Paragraph Payment of this Agreement; or
 - 4. termination pursuant to the provisions of this Agreement.

2.3. Payment

- A. The total amount to be remitted by the City to Contractor for all Services satisfactorily performed under this Agreement will not exceed \$Enter amount per year including reasonable and necessary travel expenses, if approved in advance by the City and included in the Fee Schedule EXHIBIT B. Under this Agreement, the City will pay for Services at the rate(s) specified in the Fee Schedule and that comply with the requirements for Reimbursable Expenses as outlined below, with no additional charges for overhead, benefits, local travel, or administrative support. Payments will be made in proportion to the Services performed and no more than 90% of the total contract price will be paid before the work is totally completed and accepted by the City.
- B. Contractor will submit monthly invoices on or before the 15th of every month. Each invoice will be accompanied with itemized receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Contractor. Contractor will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights.
- C. Invoices will be submitted to: Enter address
- D. Contractor will demonstrate good judgment when incurring costs that are considered a Reimbursable Expense while conducting business for the City. All Reimbursable Expenses will be reasonable and prudent. Generally, Reimbursable Expenses include:
 - Business Expenses: If applicable, receipts for business expenses must be submitted with all requests for payment. Business expenses that require receipts include but are not limited to express mail; delivery services; messenger services; and outside printing.
 - Office Expenses: If applicable, requests for reimbursement of office expenses must be submitted with a description of the task, which includes how the expense was incurred. Examples of office expenses needing documentation include but are not limited to telephone; internal printing /copies (not to exceed 0.15 cents per page for black & white copies); postage; facsimiles (long distance charges only); and supplies.
 - Travel Expenses: If applicable, travel expenses must be approved in advance by the City and must be included in the Fee Schedule. Contractor will be held to comply with City of Phoenix Administrative Regulation 3.41 – Business, Conference and Training Travel and Related Expenses, revised January 16, 2015, as it may be amended, as to the eligible and ineligible expenses for reimbursement and required

documentation as available on the City's website and incorporated herein as if attached.

2.4. Scope of Work and Special Terms and Conditions

Contractor will provide services that will be in accordance with the Scope of Work, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in EXHIBIT D. Contractor will provide progress reports to the City of Phoenix, Human Services Department Property Manager, according to a mutually agreed-upon schedule.

2.5. Exhibit A – Scope of Work

A. INTRODUCTION

The City of Phoenix Human Services Department (HSD) requires third party property management services in connection with the continued operations of the City's Family Advocacy Center located at 2120 N. Central Avenue, Phoenix, Arizona 85004 (Property).

The Property is a three-story office building with a two-story parking structure. The building contains 87,230 square feet of space which is tenant/owner occupied. The floor plan can be found in Exhibit E - FAC Floor plan, attached hereto. The parking structure has 236 spaces, 127 covered and 109 uncovered on the second floor. The Property includes a separate developed parking lot located across the street at 42 W. Cypress. The lot has 32 uncovered spaces covering 11,330.71 square feet.

There is a small office on the garden level for use by the property management staff. Internet is provided. The property management office has a designated parking space next to the building.

The Contractor will be responsible for setting up a checking account for the deposit of rents and payment of expenses. The Contractor will make payment to all subcontractors. The Contractor will submit a monthly check to the City for income which exceeds revenues. The City maintains a reserve in the account to cover any emergency expenses.

B. CONTRACTOR REQUIREMENTS

The Contractor will operate and maintain the Property and arrange for the performance of any and all items required for the proper operation and maintenance of the Property, subject to (i) budgets, policies, and procedures of the City, and (ii) all applicable laws and regulations. The Contractor will act as liaison between the City and the Tenants and procure and manage all customary services including, but not limited to, parking management, proper signage, janitorial services, landscaping services, security services, porter services, window washing, and pest control services. The Contractor will also distribute exterior key cards and keys and monitoring of the same, upon approval of the City when

necessary. The Contractor will also perform repair and maintenance to all operating systems, including, but not limited to, air conditioning maintenance, electrical, plumbing, emergency generator maintenance, emergency lighting, fire emergency management, and general building repairs such as electrical outlets, cabinets, shelves, locksmith services, etc., as required. Additionally, as stated in the Contractor's procurement proposal, the Contractor will provide a comprehensive preventative maintenance program for the roof, electrical systems, HVAC, plumbing systems, and fire alarm systems within thirty (30) days of the contract execution.

The Contractor will provide an Emergency Response Plan which will include response times for specific facility and property management services related issues, as requested by the City.

The Contractor will ensure both the City and Tenants in the building are informed of any issues related to their welfare and safety.

C. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall provide the following services in accordance with the Scope of Work:

- Property Management
 - Administrative
 - General Building
 - Repairs and Maintenance - Exterior
 - Repairs and Maintenance - Interior
 - Repairs and Maintenance to all Operating Systems
- Annual Operating Budget
- Financial and Accounting
- Record Keeping and Ownership
- Property Management Reports

PROPERTY MANAGEMENT – ADMINISTRATIVE

The Contractor shall provide the following administrative services in accordance with the Scope of Work:

- 1.1. Employees. The Contractor will employ, train, assign, and maintain a sufficient number of competent employees to adequately operate, maintain, and safely manage the Property. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees will be the Contractor's responsibility. The City will not be liable to the Contractor or others for any negligent action or omission on the part of such employees. No person employed or engaged to perform the services outlined herein by the Contractor shall be an employee of the City.

- 1.2. Budget. The Contractor will prepare and submit a proposed annual budget to the City to include all operating expenses for each fiscal year on or by April 30th.
- 1.3. Collection and Deposit of Funds. The Contractor will take all action required to distribute invoices, collect rents, collect utility payments, parking fees and other sums payable under tenant's leases on their respective due date. All sums thus collected will be deposited in an Operating Account(s) established for that purpose no later than close of business the following business day.
- 1.4. Tenant/City Relations. The City requires the Contractor to focus on providing excellent customer services as part of its management practices of the day-to-day operations of the Property. The Contractor is expected to respond within one (1) business day to tenant and/or City inquiries and provide information to the tenants and the City about building operational matters, to include but not limited to: building maintenance and repair projects, security procedures, fire safety matters, and various other matters related to the professional management of the Property.
- 1.5. Lease and Lease Terminations. Currently, there are four (4) lease agreements and four (4) licenses at the Property. The City of Phoenix, Finance Department, Real Estate Division oversees, manages, and administers all lease agreements for the Property. Lease agreements are subject to change. The Contractor shall work in conjunction with the City's Finance Department and act as a liaison between Owner/Tenant related matters. Prior to Contractor terminating any lease agreement, the Contractor shall obtain City approval. Upon City approval, Contractor shall sign and serve such termination notices and appropriate action as is deemed necessary.
- 1.6. Competitive Bids. Except for emergency repairs and for vendors with current service agreement(s) with the City, the Contractor will obtain at least three quotes from qualified vendors for services of \$32,000 or more. Any repair service exceeding this amount will be made in compliance with the City's procurement rules and regulations. The City shall approve the vendor the Contractor has determined to be most advantageous for the repair service.
- 1.7. Governmental Requirements. The Contractor will notify the City of any notices from governmental agencies within 24 hours of receipt.
- 1.8. Fire Drills/Life Safety Programs. The Contractor will coordinate and schedule semi-annual fire drills and meet with the tenants' volunteer fire wardens. The Contractor will provide assistance in organizing and coordinating fire life safety programs.
- 1.9. Annual Building Inspection-Condition Assessment. The Contractor will conduct an annual detailed inspection of the Property. This inspection will: (1) review the overall

quality of each service provided to the Property; (2) evaluate the operating procedures; and, (3) identify capital improvements necessary to maintain and enhance the Property's appearance, function, and operating efficiency. The City shall also be in attendance during the inspection. The Contractor will submit a report to City, within fourteen (14) days following the inspection, detailing the results of its annual building inspection. This inspection report will be the basis for establishing any changes in service levels, operating budgets, and/or capital budgets for the following year. Operating and service deficiencies noted in the report will be corrected in a timely manner. The Contractor will provide the City a timeline of when corrections are to be completed. The timeline shall be approved by the City. These inspections will be reviewed by the City to ensure customer service expectations are being met or exceeded. If Contractor fails to report any deficiencies and the deficiencies inadvertently have a negative effect to cost, the City shall deduct the difference from the Contractors monthly payment.

- 1.10. Subcontracting with Third Parties. Subcontracting is permissible under the terms of this Agreement. Contractor shall ensure that all subcontracting is conducted in compliance with all applicable laws and requirements in the RFP and herein. If at any time the Contractor changes sub-contractor(s), the Contractor must notify the City and obtain written consent from the City, which consent shall not be unreasonably withheld. For any trade services, such as plumbing, electrical, carpentry, etc., the prime contractor is responsible for ensuring that all subcontractors are properly licensed.
- 1.11. Project Management and Construction Administration Services. Contractor will provide project management services for major construction or renovation projects in the Property. Contractor will provide these services in accordance with the City's construction contract development and management procedures, and in compliance with all applicable laws. Contractor shall provide the City a timeline of milestones for the specific project. The timeline and cost of project shall be approved by the City prior to commencement of the specific project.
- 1.12. Legal Notices. The Contractor shall inform the City of all claims, demands, or suits arising from or connected with the Property of which the Contractor has actual knowledge, within three (3) days after notice of the same has been received by the Contractor.
- 1.13. Marketing and Advertising. They City may, will, require the Contractor to market and lease available office, or other space within the Property, by providing written notice. The Contractor shall use its best efforts to obtain tenants and undertake such advertising and promotional activities, as approved by the City. The Contractor shall provide advertising for the Property when vacant at the expense of the Contractor. The Contractor shall work in conjunction with the City's Real Estate Division and Family

Advocacy Center Director to negotiate lease terms. The Contractor shall cooperate in good faith with outside real estate brokers and agents and promptly submit all lease agreements and related documents negotiated to the City for approval and execution. The Contractor shall use a lease form approved by the City. The Contractor shall use a lease form approved by the City. Contractor shall report quarterly on marketing and sales efforts on a form provided by the City.

1.14. Work Orders. The Contractor shall maintain a system to track work orders received and completed.

- **Emergency**. Emergency work orders are defined as:
 - An immediate threat to life, health, safety or welfare of the public, tenants, City clients and/or staff;
 - City is exposed to serious cost consequences if immediate corrective or preventative action is not taken; or
 - Department/function identifies an immediate and critical operational need.

The Contractor shall work in conjunction with the City's 24-Hour Contact to address all emergency work orders. The Contractor shall notify the City and Property tenants of the emergency. Standard for a response to an emergency work order is completed or abated within 24 hours.

- **Non-Emergency**. Non-emergency work orders are those that address conditions that do not pose an immediate threat to life, health, safety to property, or to the tenants, City clients and/or staff, or are not related to fire safety. Standard for a response of a non-emergency work order is completed or abated within three (3) calendar days.
- **Reporting**. The Contractor shall submit monthly reports to the City's HSD Property Manager. Reports are due on the 15th of the following month.

1.15. **Emergency 24-Hour Service**. Emergency twenty-four (24) hour service is to be provided by Contractor. The Contractor shall provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during business and non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

- Business Hours are Monday through Friday 8:00 a.m. – 5:00 p.m.
- Non-Business Hours are Monday through Friday from 5:01 p.m. – 7:59 a.m., all-day Saturday, Sunday, and City holidays.

The Contractor shall also designate a minimum of two other Contractor staff to serve

as a back-up in the event the primary point of contact is unavailable or unreachable. The Contractor's designated points of contact shall also be available for Emergency 24-Hour Service.

The list of emergency contacts for the City can be found in Exhibit D - City Emergency Contacts attached hereto.

2.PROPERTY MANAGEMENT – GENERAL BUILDING

The Contractor shall ensure that the Property is maintained in a professional, safe, and functional manner. The Contractor shall provide the following general building services in accordance with the scope of work:

- 2.1. Major Renovation/Additions/Refurbishment. The Contractor will evaluate the need for renovation, refurbishment, and equipment upgrades/replacements during its annual building inspection. The Contractor will provide a written evaluation recommendation report to the City within thirty (30) days after the completion of the annual building inspection. As necessary, required projects will be reviewed and approved by the City, accompanied by a timeline and materials estimate, and included in the City's Capital Improvement Program Budget for the upcoming year.
- 2.2. Roof. The Contractor will require a licensed roofing contractor to inspect the roof during the annual building inspection to determine any preventative maintenance requirements. The Contractor will remove debris from roof drains and gutters as required. The Contractor shall provide the inspection report to the City within fourteen (14) days following the inspection.

If occasional leaks occur, a roofing contractor will be dispatched to inspect and repair the roof during the leak occurrence. If a roof leak requires more than two repairs, the Contractor will coordinate an inspection with a roofing consultant to inspect the roof and make recommendations for its repair and/or replacement. A comprehensive preventative maintenance program will be established for all roofs.

- 2.3. Electrical Systems. The Contractor will require a licensed electrician to inspect the electrical systems annually to ensure their safety and reliability. A comprehensive preventive maintenance program will be established for all electrical systems components. Where auxiliary power systems, uninterruptible power systems, power conditioners and other specialized electrical systems exist, special operations and maintenance programs will be established and utilized to maximize their reliability. The Contractor shall provide the inspection report to the City within fourteen (14) days following the inspection.
- 2.4. Heating, Ventilating & Air Conditioning (HVAC). The Contractor will operate and

maintain the HVAC systems to ensure the appropriate seasonal temperature range and air quality is provided in all areas. System operating hours will be established to optimize cost effectiveness and comfort. A comprehensive preventive maintenance program will be established and utilized for all mechanical system components to maximize the operating efficiency and life expectancy of all mechanical systems. The comprehensive preventative maintenance program shall be provided to the City for approval within thirty (30) days of contract execution.

- 2.5. After Hours HVAC & Lighting Usage. In some instances, the Contractor will be required to provide after-hours heating, air-conditioning, and lighting to specific areas requested. The Contractor will maintain supplemental air conditioning units to provide after hour cooling for specific areas and associated electronic equipment.
- 2.6. Plumbing Systems. The Contractor will maintain all water and natural gas piping, sanitary sewers, rain leaders, water coolers, water heaters, water closets, restrooms, and other plumbing fixtures to ensure proper leak-free operation. The Contractor will inspect fixtures quarterly and replace seals and washers as necessary to prevent drips and minor leaks. A comprehensive preventive maintenance program will be established and utilized for all plumbing system components.
- 2.7. Payment of Utilities. The Contractor will manage utility services (electric, gas, water, and sewer) and the payment of these invoices.
- 2.8. Elevator System. The Contractor will maintain and adjust elevators regularly through qualified elevator technicians to ensure the safety, reliability, operating efficiency, and longevity. An independent elevator consultant will inspect the two elevator systems to verify appropriate preventative maintenance and proper adjustments are being performed on the elevator systems in accordance with building codes on a monthly basis. Inspection reports are to be submitted to the City no later than ten (10) business days following the inspection.
- 2.9. Energy Management Program. The Contractor will provide an energy management program including ongoing audits. Energy consumption and demand will be routinely monitored and opportunities to reduce energy use and cost identified. Whenever the ongoing audit reveals an abnormal demand or consumption, the building systems and controls will be inspected to establish corrective action. The energy management program details shall be provided to the City for approval within thirty (30) days of contract execution.
- 2.10. Fire Alarm Systems. The Contractor will inspect and test all fire alarm components including panels, enunciators, smoke, and heat detectors on a semi-annually basis. A comprehensive preventive maintenance program will be established and utilized for all

fire alarm system components. The semi-annual preventative maintenance program shall be provided to the City for approval within thirty (30) days of contract execution.

- 2.11. Fire Sprinklers and Fire Extinguishers. The Contractor will inspect and test-operate fire sprinkler systems and pumps at least on an annual basis or in accordance with local codes to ensure their reliability. The City will inspect fire extinguishers annually and recharge as necessary. The Contractor will inspect and replace fire hoses as needed or every five years.
- 2.12. Specialty Fire Suppression Systems. Where halon gas and other specialized fire protection systems exist, special operating and maintenance procedures will be established to ensure their safety and reliability.
- 2.13. Hardware and Lock Systems. The Contractor will provide repair services for damaged locks and provide replacement keys, within 24 hours, for areas not covered by the City. The Contractor shall notify the City of damaged locks within 24 hours.
- 2.14. American with Disabilities Act (ADA) Inspections. As part of its annual inspection, the Contractor will review the Property's compliance with the ADA and request City's approval to address barriers. The Contractor will establish an annual capital expenditure budget to include any projects related to ADA improvements, as determined by the City.
- 2.15. Environmental Assessment and Testing. To comply with the City's goal to maintain a safe, healthy, and hazard free environment for its employees and tenants, the Contractor will communicate with the City on a consistent basis regarding any actual or suspected environmental concerns.
- 2.16. Building Security Services. The Contractor will manage security services as directed by the City.
- 2.17. Pest Control Services. The Contractor will provide monthly preventive maintenance services to maintain a pest free environment. The monthly pest control preventative maintenance program shall be provided to the City for approval within thirty (30) days of contract execution.
- 2.18. Meetings with the City. The Contractor shall meet and consult with the City, as requested by the City, to discuss any pertinent matters relative to the Property that are within the scope of the Contractor's duties.
- 2.19. Inspections. All inspections outline in this Section shall be provided to the City within fourteen (14) days following the date of inspection.

3.PROPERTY MANAGEMENT – REPAIRS AND MAINTENANCE-EXTERIOR

The Contractor shall provide the following exterior repair and maintenance services in accordance with the scope of work:

- 3.1. Landscaping. The Contractor will prune all trees and shrubs as necessary to promote healthy growth and to maintain acceptable appearance.
- 3.2. Irrigation Systems. The Contractor will maintain existing irrigation system and replace deficient parts as necessary to provide property operation.
- 3.3. Exterior Signage. The Contractor will maintain all exterior signs, including the replacement of lamps as necessary. Directional signs will be provided as necessary to ensure proper traffic flow and should be cleaned annually to maintain a damage free condition.
- 3.4. Exterior Lighting. Proper exterior lighting is essential to the safety of employees, tenants, and guests. The Contractor will replace burnt out bulbs within 12 hours. Exterior lighting is regulated by a time clock or photocell to ensure operating efficiency.
- 3.5. Exterior Window Washing. The Contractor will be required to wash exterior windows and glass every mid-October and April during the term of the contract.
- 3.6. Power Wash. The Contractor shall manage and/or perform annual power washing services of the parking garage, overflow parking lot on Cypress, stairs, and ramps. The Contractor shall spot clean the aforementioned areas, as requested.

4.PROPERTY MANAGEMENT- REPAIRS AND MAINTENANCE-INTERIOR

The Contractor shall be responsible for obtaining and administering a janitorial services contract.

- 4.1. Cleaning Entry Ways. The Contractor will be required to clean high traffic areas to remove any soiling, dust or stains from floors and work surfaces on a daily basis. The Contractor will ensure all building entries are given special attention daily by removing litter, cleaning entry mats, polishing door glass, and metal surfaces, etc.
- 4.2. Cleaning Restrooms. The Contractor will clean all restrooms at a minimum of twice per day and maintain a sanitary and odor-free environment. The Contractor shall spot clean all restrooms upon request. The Contractor will restock supplies daily as necessary.
- 4.3. Carpet Cleaning. The Contractor will vacuum, and spot clean any dirty areas on a weekly basis. The Contractor will clean the carpets annually to preserve the carpets appearance and extend its useful life.
- 4.4. Trash Removal. The Contractor will remove all trash from all spaces. The Contractor

will store all trash neatly in the designated trash dumpster and ensure all containers or rooms are closed and secure.

- 4.5. Recycling Program. The Contractor will implement and maintain a recycling program for the Property as directed by the City.
- 4.6. Interior Window Washing. The Contractor will spot clean interior windows and glass at building entrances on a daily basis.
- 4.7. Cleaning Drapery, Window Blinds & Furniture. Upon visible build-up of matter, the Contractor will be required to clean or dust window coverings.
- 4.8. Interior Signage. The Contractor will maintain common area directional signage and directions. The Contractor will be updated as necessary of relocations within the Property. The notification and signs required will comply with governmental rules and regulations and will be maintained consistently throughout the Property.
- 4.9. Interior Lighting. The Contractor will replace lamps and ballasts in the interior light fixtures, including task lighting, within 2 business days. If two or more adjacent lighting fixtures are inoperable, the Contractor will respond within 12 hours. The Contractor will clean lighting diffusers and lenses during re-lamping.
- 4.10. Interior Plants. At the direction of the City, the Contractor will provide plant maintenance services for plants contained in the lobbies and common areas of the Property to ensure an attractive appearance.

5.PROPERTY MANAGEMENT- ADDITIONAL MAINTENANCE RESPONSIBILITIES

The Contractor shall perform the following additional maintenance responsibilities in accordance with the Scope of Work:

- 5.1. The Contractor shall perform ongoing preventative maintenance to include, but is not limited to, all cleaning, care, inspection, operation, and preventative maintenance activities required to maintain the Property and the parking lots in the condition outlined herein, prevent any damage, and remedy the consequences of wear and tear, ageing, effects of adverse weather conditions or deterioration.
- 5.2. The Contractor will evaluate and approve non-customary building requests based upon appropriateness, current real estate practices, and best use of funds.
- 5.3. The Contractor will perform common area maintenance calculations, as needed. The Contractor shall communicate and provide direction to vendors and facilities staff, and conduct quarterly meetings with the Finance Department, Real Estate Division and

Human Services Department relating to this matter.

- 5.4. The Contractor shall pay all third-party vendor or repairman expenses incurred for maintenance.

6.ANNUAL OPERATING BUDGET

The Contractor shall prepare and submit an annual operating budget in accordance with the scope of work:

- 6.1. The Contractor will prepare and submit to the City an annual proposed Operating Budget for the management and operation of the Property, and the repair and maintenance of building equipment and systems. The budget will be detailed and include line items, estimated revenues, and an estimated revenue transfer to the City. The budget is due each fiscal year (July-June) and will be submitted to the City no later than April 30th.
- 6.2. The City will review and approve the proposed Annual Budget within thirty (30) days of receipt.
- 6.3. Once deemed acceptable, the budget will constitute an authorization for the Contractor to expend funds necessary to manage and operate the Property in accordance with the City's approved budget.
- 6.4. Budget Variance Non-Discretionary. The Contractor will notify the City of any non-discretionary expenditure that will result in: (1) a cumulative excess of 5% of the budgeted expenses; (2) a cumulative excess of 10% in any one of the major operating categories comprising the budget, or (3) an expenditure exceeding a budgeted expense by \$1,000.
- 6.5. Budget Variance Discretionary. The Contractor will request the City's prior written approval for any proposed discretionary expenditure that will result in a cumulative excess variance of 10% in any one of the major operating categories comprising the budget. The City will approve or disapprove the expenditure in writing within five (5) days of receipt of the request.

7.FINANCIAL AND ACCOUNTING RESPONSIBILITIES

The Contractor shall perform the following financial and accounting responsibilities in accordance with the scope of work:

- 7.1. 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 & property management software where the Contractor will maintain true and accurate books, records and accounts (collectively, the "Records") reflecting the operation of the Property 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. All Records will be subject to examination and audit during regular business hours, announced or unannounced, by the City, 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 Property which shall be caused to be performed by the City and any other agency providing funds to the City for the Property, and their authorized representatives and/or independent auditors.

- 7.2. Accounting Principles. The Contractor will maintain separate accounting records which will be supported by property documentation. Accounting methods will be in accordance with cash basis accounting principles consistently applied. The Contractor will implement such appropriate controls over accounting and financial transactions as are reasonably required to protect the City's asset from theft, error, or fraudulent activity.
- 7.3. Chart of Accounts. The Contractor shall provide a standard Chart of Accounts from its property management system for the City to review all income and expense categories generated by the operation of the Property.
- 7.4. Commingling of Funds Prohibited. The Contractor shall not commingle any funds received hereunder with any funds of any other property of the Contractor nor any other third party.
- 7.5. Bank Accounts. The Contractor is responsible for opening and maintaining an interest bearing account(s) in a bank selected by the Contractor, subject to the City's approval. The Contractor will maintain a reserve amount of funds in the account to cover emergency expenditures that may require immediate funds.
- 7.6. Disbursements. The Contractor will make monthly payments from the account for any sums due related to the operating expenses of the Property as contained in the Annual Operating Budget. In addition, the Contractor will pay any approved budget expenses, expenses incurred for emergency work, or expenses expressly authorized in writing by the City.
- 7.7. Remitting Funds. On or before the 20th day of each month, the Contractor will remit to the City the excess balance of funds in the account, after the payment of monthly

expenses less a reserve at a minimum of \$50,000.

7.8. Advance Funding. The Contractor will not be obligated to make any advance payment to the Operating Account of the City or pay any sums except with funds in the Operating Account, nor will the Contractor be obligated to incur any liability or undertake any obligation for the Operating Account without written assurance indicating the availability of necessary funds.

7.9. Cash Shortage. If the cash available in the Operating Account is insufficient to pay any outstanding invoices with respect to the Property, the Contractor will submit a statement to the City of all remaining unpaid bills and justification for the shortfall. The City may provide sufficient funds to pay any unpaid expenses before they become delinquent. Should this occur, the City will pay no more than one instance per contract period.

Tenant Rents. The Contractor will be responsible for collecting the monthly leasing payments, to include additional billings, which are a result of tenant requests, and making them available to the City for deposit into the City's account.

8.RECORD KEEPING AND OWNERSHIP

The Contractor shall perform the following record keeping and ownership responsibilities in accordance with the scope of work:

8.1. The Contractor will keep and maintain accurate records of the operation and maintenance of the Property, including but not limited to, copies of all leases, contracts and agreements affecting the use and occupancy thereof.

8.2. During the term of the contract, the Contractor will keep and maintain complete books, records, and accounts that accurately reflect all revenue earned, funds received, expenses incurred, and disbursements made relating to the Contractor's duties hereunder.

8.3. All records will remain the property of the City and will be made available to the City or its designated representative, for examination, inspection, and audit; and will be delivered to the City or its designated agent upon request.

8.4. All expenses incurred in connection with on-site personnel and equipment required to maintain such records will be at the expense of the Contractor.

8.5. Contractor shall keep records for a minimum of six (6) years after the contract has expired, been cancelled or revoked.

9.PROPERTY MANAGEMENT REPORTS

The Contractor shall submit the following reports on or before the due dates in accordance with the scope of work:

9.1. Monthly Reports. Monthly reports will be received on or before the 15th day of each month. If the due date is not a regular business day, the report(s) will be due on the following regular business day. Monthly reports are as follows:

- Project Analysis (a bulleted synopsis of operational activities)
- Budget Variance (a monthly/YTD narrative of significant exceptions)
- Rent Roll Report
- A general ledger trial balance by month and year-to-date
Income and Expense Statements (variances) with monthly and year-to-date actuals with comparisons to monthly and year-to-date budget amounts.
- Outstanding security deposit list
- Accounts Receivable Aging Report
- Cash Receipts
- Balances Due
- Cash Disbursements
- Tenant List and income detail tenant by tenant for private tenants
- Reconciliation of cash balance to net income

9.2. Annual Reports. Annual reports will be received on or before June 15th for the previous fiscal year. If the due date is not a regular business day, the report(s) will be due on the following regular business day.

Annual Reports are as follows:

- Annual Building Inspection
- Operating Expense (Reconciliation & Recovery)
- Budget (Operating and Maintenance)
- Year-End Financial Report
- Lease Expiration Report (next 24 months)

The Contractor will provide the City with any additional reports as the City may request.

9.3. Failure to submit accurate and complete monthly reports by the 15th day following the end of a reporting period may result in a forfeiture of such payment. No later than the 45th day following the termination of this Contract, the Contractor will submit a final monthly and annual reports. Failure to submit the final reports within the above period may result in forfeiture of final

payment.

Contractor will submit all reports to HSD's Property Manager and will reference the assigned contract number.

10.LABOR, TOOLS, EQUIPMENT AND SUPPLIES

The Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the designated City facilities. 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 forty-eight (48) hours from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within forty-eight (48) hours, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

11.SAFETY

The Contractor will provide and is responsible for the placement of barricades, directional signage, tarps, plastic, flag tape and other safety/traffic control equipment required to protect its employees, the public, surrounding areas, equipment, and vehicles. The flow of vehicular traffic will not be impeded at any time in the performance of this Agreement. The safety of the Contractor's employees and the public is of prime concern to the City. The Contractor must take all necessary steps to ensure proper safety in the performance of this Agreement.

12.EXTRA SERVICES

If the City desires the Contractor to perform any service that the Contractor is not required to perform under the resulting contract, the City and Contractor shall negotiate regarding the amount of compensation payable for the satisfactory performance of those additional services. Any agreed-upon additional services and compensation shall be documented by an amendment to the contract.

13. INCIDENTS

The Contractor shall provide notification to HSD of 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 and/or CJIS Background Screening of a Contract Worker previously approved by Owner.
	Accidents, claims, and potential claims for damage relating to the property.
	Office closures
	Any public safety activity and/or response to property or any fire/life safety related incidences including utility outages and fire alarm issues and/or any criminal activity/police involvement/emergency services issues, outside of standard business operations.
	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.
	Serious complaints regarding any of the Property such as: Tenant issues likely to be escalated; Criminal activity / Police involvement / Emergency services issues; Fraudulent activity of an employee or tenant; Issues that affect resident security.
Within 48 Hours	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.
	When legal counsel is consulted to bring actions for eviction.

2.6. Exhibit B - Fee Schedule

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. Prices offered shall not include applicable state and local taxes. **For the purposes of determining the lowest cost, the City will not take tax into consideration.**

Property: 2120 N. Central Avenue, Phoenix, AZ 85004

Contractor and/or Staff Position	Number of Staff	Allocation %	Total Monthly Labor Cost
			\$
			\$
			\$
Property Management Fee			Total Monthly Fee
Total Cost Contract Year 1			Annual Cost
Leasing Services Including Marketing		Without Co-broker	With Co-broker

2.7. Exhibit C - Standard Terms and Conditions

2.7.1. *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.

2.7.2. 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 t 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.

2.7.3. 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:** 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 regarding 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.

2.7.4. 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.

2.7.5. 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.

2.7.6. 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.

2.7.7. Costs and Payments

- A. Under this Agreement, the City will pay for services at a fixed or hourly bill rate of \$dollars cents (\$hourly or fixed rate USD) per hour, with no additional charges for overhead, benefits, local travel, or administrative support. The total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Agreement shall not exceed WRITE OUT THE AMOUNT Dollars USD (\$NUMBER AMOUNT USD) per year including reasonable and necessary travel expenses (if such travel expenses are approved in advance by the City and included in the Fee Schedule (Exhibit B. Payments shall be made in proportion to the Services performed and no more than ninety percent (90%) of the total contract price shall be paid before the work is totally completed and accepted by the City.
- B. City will pay any sales or use taxes resulting from this Agreement. Consultant shall be solely responsible for payment of taxes based on Consultant's income. Consultant agrees that on all billings, invoices, books, and records relating to this Agreement, Consultant will state the charges imposed for the sale, transfer, and licensing of tangible personal property separately from charges imposed for professional, personal, and technological services including, but not limited to, software installation, modification, training, consulting, and technical telephone support.
- C. **Invoices.** Consultant shall submit invoices in arrears, on every other week basis. Each invoice will clearly note any Purchase Order number and be accompanied with itemized receipts which include approved timesheets. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation supporting the charges reflected in the invoice will be provided with the invoice. Upon finding of an error and/or missing documentation, the City may return the

invoice to the Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Oversight by the City in identifying an error does not result in waiver of any of the City's rights. All properly submitted invoices will be paid within 45 days after the City's receipt of the invoice.

- D. **Commencement of Work.** The Consultant is cautioned not to commence any billable work or provide any material or service under this Agreement until Consultant receives a fully executed contract document or otherwise directed to do so, in writing by the City.
- E. **Late Submission of Claim by Contactor.** The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- F. **No Advance Payments.** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- G. **Fund appropriation Contingency.** The Consultant recognizes that this Agreement shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Consultant and the City herein recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Phoenix, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City of Phoenix providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- H. **IRS W9 Form.** To receive payment, the Consultant shall have a current IRS W-9 form on file with the City of Phoenix. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

2.7.8. *Contract Changes*

- A. **Contract Amendments:** Whenever an addition, deletion or alteration to the Services described in the 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 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 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.

2.7.9. Risk of Loss and Liability

- A. **Title and Risk of Loss:** The title and risk of loss of material or service will not pass to the City until the City actually receives the material or service at the point of delivery; and such loss, injury, or destruction will not release seller from any obligation hereunder.
- B. **Acceptance:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance will conform to the cancellation clause set forth in this document.
- C. **Force Majeure:** Except for payment of sums due, neither party will be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force majeure will not include late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition. If either party is delayed at any time in the progress of the work by force majeure, the delayed party will notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and will specify the causes of such delay in such notice. Such notice will be hand-delivered or mailed certified-return receipt and will make a specific reference to this provision, thereby invoking its provisions. The delayed party will cause such delay to cease as soon as practicable and will notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to

the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.

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

2.7.10. 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.

2.7.11. *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;
 - 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.

2.7.12. 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: HSD Property Manager

2.7.13. 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.

2.7.14. 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.

2.7.15. *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.

2.7.16. *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.

2.7.17. *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.

2.7.18. 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.

2.7.19. 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.

2.7.20. 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.

2.7.21. 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.

2.7.22. *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.

2.7.23. *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.

2.7.24. *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).

2.7.25. *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.

2.8. Exhibit D - Special Terms and Conditions

2.8.1. *Term of Contract*

The term of this Contract will commence on or about July 1, 2025, and will continue for a period of one (1) year with four (4) options to extend thereafter.

2.8.2. *Method of Ordering*

Contractor shall deliver items and/or services only upon receipt of a written purchase order. All Contractor invoices and packing/delivery tickets must include the City of Phoenix purchase order number.

2.8.3. *Method of Invoicing*

Invoice must be emailed in .pdf format to hsdpropertymanager@phoenix.gov and must include the following:

- City purchase order number or shopping cart number
- Items listed individually by the written description and part number
- Unit price, extended and totaled
- Quantity ordered, back ordered, and shipped
- Applicable tax
- Invoice number and date
- Delivery address
- Payment terms
- FOB terms
- Remit to address

2.8.4. *Method of Payment*

Payment to be made from Contractor's invoice reflecting the monthly Property Management Service fees during the billing period.

2.8.5. *Supplier Profile Changes*

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

2.8.6. Hours of Work

All work under this contract shall be coordinated with the City's authorized Department representative. Any changes to the established schedule must have prior written approval by the City's authorized Department representative.

2.8.7. Post Award Conference

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

2.8.8. Licenses and Permits

Contractor will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

2.8.9. Miscellaneous Fees

Additional charges for fuel surcharges, delivery charges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, freight and/or shipping and handling, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (Shop and On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this agreement. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from "check-in" to "check-out" at the worksite.

2.8.10. Contacts with Third Parties

- A. Contractor or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Contractor or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Contractor or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Contractor and its subcontractors under this Section will survive the termination of this Agreement.
- B. Contractor agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

2.8.11. SBE / DBE Utilization

The City extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary

utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

2.8.12. 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.

2.8.13. Final Payment

- A. **PAYMENT:** The City will make final payment for all Services performed and accepted within 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. Any use by the City of preliminary reports, raw data or other incomplete material returned by Contractor will be at the City's sole risk for such use.
- B. **TEMPORARY SUSPENSION:** The City may, by written notice, direct Contractor 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 Contractor in performance, and not due to fault or negligence of Contractor, 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 Contractor for a price adjustment must be supported by appropriate documentation asserted promptly after Contractor has been notified to suspend performance.

2.8.14. 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.

2.8.15. *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.

2.8.16. *Documentation*

- A. **DISSEMINATION AND RETENTION:** There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Contractor will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Contractor pending the resolution of the existing or anticipated litigation.
- B. **FORMAT AND QUALITY:** All documents prepared by Contractor will be prepared in a format and at a quality approved by the City.
- C. **DOCUMENT REVIEW:** Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- D. **SUBMITTALS:** Contractor will provide timely and periodic submittals of all documents required of Contractor, including subcontracts, if any, as such become available to the City for review.

2.8.17. *Public Records*

- A. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Contractor acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Contractor understands that disclosure of some or all of the items subject to this Agreement may be required by law.
- B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor to the

disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

- C. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

2.8.18. 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.

2.8.19. *Employee Identification and Access*

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:

- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

2.8.20. *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.

2.8.21. *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.

2.8.22. *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.

2.8.23. 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

2.8.24. 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.

2.8.25. 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.

2.9. Insurance Requirements

2.9.1. *Consultant's Insurance*

Consultant and subconsultants must procure insurance against claims that may arise from or relate to performance of the work hereunder by Consultant and its agents, representatives, employees and subconsultants. Consultant and subconsultants must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Contract.

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

2.9.2. Scope and Limits of Insurance

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

2.9.3. Commercial General Liability – Occurrence Form

General Aggregate \$2,000,000

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

Personal and Advertising Injury \$1,000,000

Each Occurrence \$1,000,000

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

2.9.4. Automobile Liability

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

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

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

2.9.5. Worker’s Compensation and Employers’ Liability

Workers’ Compensation Statutory

Employers’ Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

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

2.9.6. Professional Liability (Errors and Omissions Liability)

Each Claim \$1,000,000

Annual Aggregate \$1,000,000

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

2.9.7. Notice of Cancellation

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

2.9.8. Acceptability of Insurers

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

2.9.9. Verification of Coverage

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

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

All certificates required by this Contract must be sent directly to hsdprocurement@phoenix.gov or hsdprocurement@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.**

2.9.10. Subconsultants

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

2.9.11. Approval

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

2.10.1 Defense and Indemnification

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

of the award of this Contract, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Contract.

2.10.1.1

Heat Mitigation

Contractor and any subcontractor whose employees and contract workers perform work in an outdoor environment under this Agreement must keep on file a written heat safety plan. The City may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

1. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
3. Access to shaded areas and/or air conditioning.
4. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
5. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
6. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

Contractor further agrees that this section will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this Agreement. Additionally, Contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this Agreement. It is the obligation of Contractor to ensure compliance by its subcontractors.

2.10.2 Commercial Use Permits, SASO Permits and Licenses

Permittee ("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 contractors ("Indemnitor's Agents") arising out of or related to Indemnitor's occupancy and use of the Premises. 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 as a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification applies. In consideration for the use and occupancy of the Premises, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the use, occupancy, or condition of the Premises. The obligations of Indemnitor under this provision survive the termination or expiration of this Permit.

3. SUBMITTALS

3.1. Submittals

3.1.1. Copies

1. Please submit one original, 1 electronic copy, via email to hsdprocurement@phoenix.gov, (in PDF format) of the Submittal Section and all other required documentation. 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 bid opening date and is irrevocable unless it is in the City's best interest to do so.

2. PROPOSAL SUBMITTAL FORMAT

The written proposal must be signed by an individual authorized to bind Proposer and should provide the name, title, e-mail address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the evaluation period. Proposals should be:

- Typewritten for ease of evaluation;
- Submitted in a binder, preferably using double-sided copying and at least 30% post-consumer content paper;
- Set forth in sequence as this RFP (i.e., Proposers should respond to this RFP in sequence and each response should reference the applicable section of this RFP.)
- Signed by an authorized representative of the Proposer;
- Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City;
- Submitted with a table of contents and tabbed according to the following major sections:

Tab 1 General Information

Tab 2 Company History, Experience, and Qualifications

Tab 3 Method of Approach

Tab 4 Proposed Pricing and Management Fee

Tab 5 Project Management Capacity

Tab 6 Additional Financial Documentation

Tab 7 Completed Submittal Section

Tab 8 Signed Addenda, if applicable

3. OFFER CONTENT

Tab 1 – General Information

In this section, Proposer must provide the following information:

- Complete, Sign and Submit Attachment 1 – Vendor Questionnaire.
- Certificate, copy of webpage, or other documentation from the Secretary of State in which your firm is incorporated that shows your firm’s legal name as a company.
- Copy of your firm’s Licensure.

Tab 2 – Company History, Experience, and Qualifications (400 points)

In this Section, Proposer must answer each question and attach any applicable documents.

Question 1 (80 points maximum).

Proposer 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 commercial property management services.

Question 2 (80 points maximum).

Government / Corporate Experience - Proposer shall state any experience in providing services to large public entities, large corporate entities, or large non-profits. List other government contracts that you have now or have had in the past five years including the City of Phoenix.

Question 3 (80 points maximum).

Provide a company organizational chart listing the following:

- a. Management Staff
- b. Accounting Staff
- c. Compliance Staff
- d. Other Staff

List the proposed key members of staff to be assigned to City of Phoenix’s contract including their roles (Accounting, Compliance, District / Regional Managers, Office staff and Maintenance) and estimated participation in delivering services. Submit a current job description(s) for each position delivering the service.

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 4 (80 points maximum).

Proposer shall describe three (3) commercial properties currently being managed that best illustrate the Proposer’s qualifications to provide contract services. The information shall include the following details: the City the property is located in, total number of units, occupancy rate, rental subsidies,

dates under management (beginning and end). Proposer shall submit actual budgets for each example provided.

Question 5 (80 points maximum).

Has your firm ever been issued a demand for assurance letter, cure letter or any other letter requesting corrective action in regard to your firm's performance under a contract for property management services? If so, give a detailed explanation of circumstances for the request and cure actions taken by your firm to resolve the request.

Tab 3 – Method of Approach (300 points)

In this Section, Proposer must answer each question and attached any applicable documents.

Business Operations

Question 6 (20 points maximum).

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

Question 7 (20 points maximum).

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

Question 8 (20 points maximum).

Does your firm utilize subcontractors to provide various services? If so:

- Describe how your firm proposes to ensure subcontractor compliance with contract specifications, as well as applicable codes and laws.
- Describe how your firm proposes to balance quality and price in selection of subcontractors.

If not, please provide a statement indicating that you do not subcontract.

Question 9 (20 points maximum)

Describe how your firm proposes to provide the services listed below.

- Methodology for ensuring that project schedules, budgets and other cost control measures are maintained and/or implemented.
- Describe how your firm approaches transition to a new engagement, with emphasis on minimizing disruption of service delivery to tenants.
- Describe your firms marketing success in leasing properties and the planned approach for marketing and leasing this property.

Question 10 (20 points maximum).

Describe how your firm proposes to ensure building cleanliness as it relates to janitorial services and products, integrated pest management and landscape maintenance.

Question 11 (15 points maximum).

Insurance is required as part of property management services. Please submit Attachment 13 – Certification Regarding Proposer’s Ability to Obtain Requirement Insurance. This document shall be completed by the Proposer’s insurance carrier agent.

Financial Capacity

Question 12 (20 points maximum).

Describe in detail the fiscal 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 contract will be appropriately accounted for and only applicable contract expenses will be billed to the Property.

Question 13 (20 points maximum).

Describe the process and methodology of your firm’s annual budget development process for management of buildings comparable in size (square footage) to the Property. Describe how your firm proposes to apply this process to this Property.

Question 14 (20 points maximum).

Submit a sample of each of the following: monthly and annual statement of operations showing revenues, expenditures, vacancies, rent rolls, tenant invoices, fees billed to the owner, check register entries, etc., for a building or property comparable in size to the Property.

Question 15 (15 points maximum).

Describe in detail the budget software utilized to manage the Property.

State your fiscal reporting and monitoring capabilities to ensure contract funds are managed responsibly.

Question 16 (15 points maximum).

Pricing on this contract is fixed and firm. Based on the site tour, describe any and all situations that may arise that would lead your firm to request funding over and above what you have offered in this proposal. Please

provide recommendations on Property enhancements and/or improvements including the costs associated with each recommendation and/or improvement suggested.

Personnel and Preparedness

Question 17 (10 points maximum).

Provide a list or table that outlines the number of staff Contractor will provide at the Property including office staff, maintenance staff, other staff (ex. grounds keepers and housekeepers, etc.).

If your firm subcontracts, complete and submit List of Subcontractors and Suppliers.

Question 18 (10 points maximum).

Provide a Physical Inspection Checklist. The inspection checklist should include but is not limited to structure systems including the electrical, mechanical, heating, plumbing, air conditioning and ventilation systems; exterior areas; interior elements; and review documents such as certificates of occupancy, appraisals, building plans, surveys, citations, maintenance records, evacuation plans, and floor plans. The document review must include the building's emergency and fire safety system records.

Customer Service

Question 19 (20 points maximum).

Describe your firm's practices for working with tenants and owners. What systems does your firm implement to ensure tenant and owner satisfaction?

- Include in your response how your firm proposes to ensure that tenants are provided every opportunity to communicate requests and complaints.
- Indicate how the firm's customer service is consistent with, or superior to, service levels provided in other buildings with similar characteristics.

Question 20 (15 points maximum).

Describe your firm's specific practices and procedures for working with local governments.

- Describe any modifications to these practices that your firm anticipates because of the public ownership, agreement terms or characteristics associated with these projects.

Question 21 (20 points maximum).

Provide a summary of the capacity of your firm's work order management system to identify and track work performed, and the cost or effort associated with such work.

- Provide screen shots of your firm's tenant service web portal that demonstrate user experience with entering and tracking the status of tenant requests.
- Describe the system your firm proposes to implement and/or currently

implements for logging requests and translating communications into work orders when necessary, tracking work order status, and notifying tenants of work order status and completion as appropriate.

Question 22 (20 points maximum).

Provide written procedure of how your firm handles emergency work orders.

Tab 4 – Proposed Pricing and Management Fee (150 points)

In this Section, Proposer must complete and submit Exhibit B – Bid Price Schedule. The costs proposed must be a monthly rate inclusive of all management and accounting cost based on scope of work requirements. This should be a flat fee cost breakdown for the proposed services. This Section should also detail any other anticipated expenses Proposer’s firm will incur that will be billed back to the Property/City. Key positions should also be listed in your cost breakdown. **NOTE: The proposed price should not include taxes.** Proposer shall also describe any methods to ensure the City receives satisfactory products and services at low costs, and how your firm strives to provide the best value at the lowest price.

- A. Pricing stated herein must be a firm fixed fee. The price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, copying costs, incidentals, equipment, space, profit, insurance, and any other items necessary to effectively conduct and complete the scope of work.
- B. The following costs shall be paid at the Contractor’s expense: staff recruiting and employment advertisement; business license(s); dues or subscriptions; staff or company meetings; Contractor liability insurance and insurance umbrella; travel and expense reimbursements; Contractor vehicle expenses; staff training; indirect staff salaries, benefits and payroll taxes not included in the Bid Pricing Schedule submitted as part of the Contractor’s proposal. Property income cannot be used to pay for or reimburse the Contractor for any of the items stated above.

Tab 5 – Project Management Capacity (100 points)

In this Section, Proposer must provide a brief assessment of the Proposer’s transition plan and the timeframe to assume complete responsibility of the Property.

- A. Transition plan and timeframe shall include time for the background checks process of applicable employees. Supplemental Terms and Conditions, Contract Worker Access Controls, Badge, and Key Access Requirement.
 - a. **NOTE:** Maximum Risk Background Criminal Justice Information Services can take approximately forty-five (45) days to process.

Tab 6 – Additional Financial Documentation (50 points)

A. Financial Statements

Proposer must submit a description of current financial status, including a complete copy of the Proposer’s most recent annual audited financial

statements. If the most recent audit has identified any findings, provide documentation of your organization's corrective action plan. If there are any findings that have not been addressed, state what the findings are and the proposed date to correct. If audited financial statements do not exist, please provide reviewed financial statements or the last two (2) quarters of unaudited, unreviewed financial statements.

Tab 7 – Completed Submittal Section

In this section, Proposer must provide the following:

- A. Completed Payment Terms & Options
- B. Completed Emergency Twenty-Four Hour Services
- C. Completed Contractor Licensing Requirements
- D. Signed Certification Regarding Debarment, Suspension
- E. Signed Confidential Information Form
- F. Signed Authority to Sign Form
- G. Completed References Form
- H. Signed Offer Form
- I. Signed Conflict of Interest and Solicitation Transparency Disclosure Form

Tab 8 – Signed Addenda

In this section, the Proposer must acknowledge receipt of all solicitation addenda by signing and submitting the addenda with the proposal.

EVALUATION CRITERIA

In accordance with the Administrative Regulation, 3.10, Competitive Sealed Proposal awards shall be made to the responsible Proposer 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.

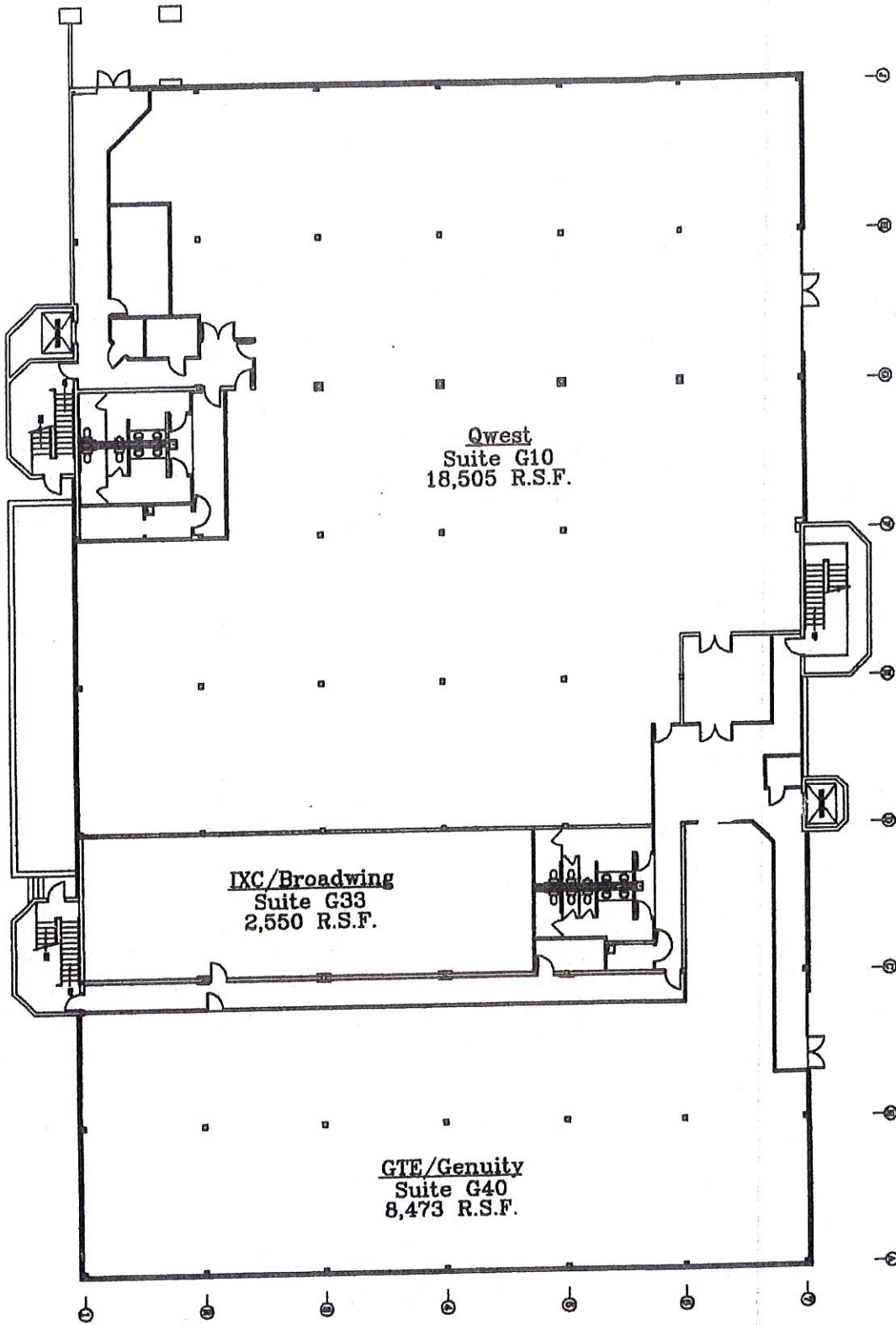
- | | |
|---|--------------|
| A. Company History, Experience and Qualifications | 0-400 points |
| B. Method of Approach | 0-300 points |
| C. Price Proposal | 0-150 points |
| D. Project Management Capacity | 0-100 points |
| E. Additional Financial Documents | 0-50 points |

Total Points	1000 points
---------------------	--------------------

Rating Definitions for Criteria A, B, D, and E	% of Max Points
Above Expectations = The Offeror's response meets all requirement(s) outlined in the RFP and exceeds what is required in some areas.	100% Points
Meets Expectations = The response meets the requirement(s) outlined in the RFP.	75% Points
Below Expectations = The response minimally addresses the requirement(s) of the RFP, but one or more major considerations of the requirement(s) is not addressed, or the experience and/or solution is so limited that it results in a low degree of confidence in the response or proposed solution.	50% Points
Unacceptable = The response fails to address the requirement(s) of the RFP or fails to provide any experience related to the requirement(s) of the RFP or elements of the proposal are unacceptable.	0 Points
Rating Definitions for Criteria C	Max Points
Lowest price divided by Offeror's price multiplied by total number of points assigned to price.	150 points

EXHIBIT E

FLOOR PLANS



GARDEN LEVEL FLOOR PLAN
SCALE: 1" = 30'-0"



2120 NORTH CENTRAL BUILDING
GARDEN LEVEL FLOOR PLAN
PHOENIX, ARIZONA

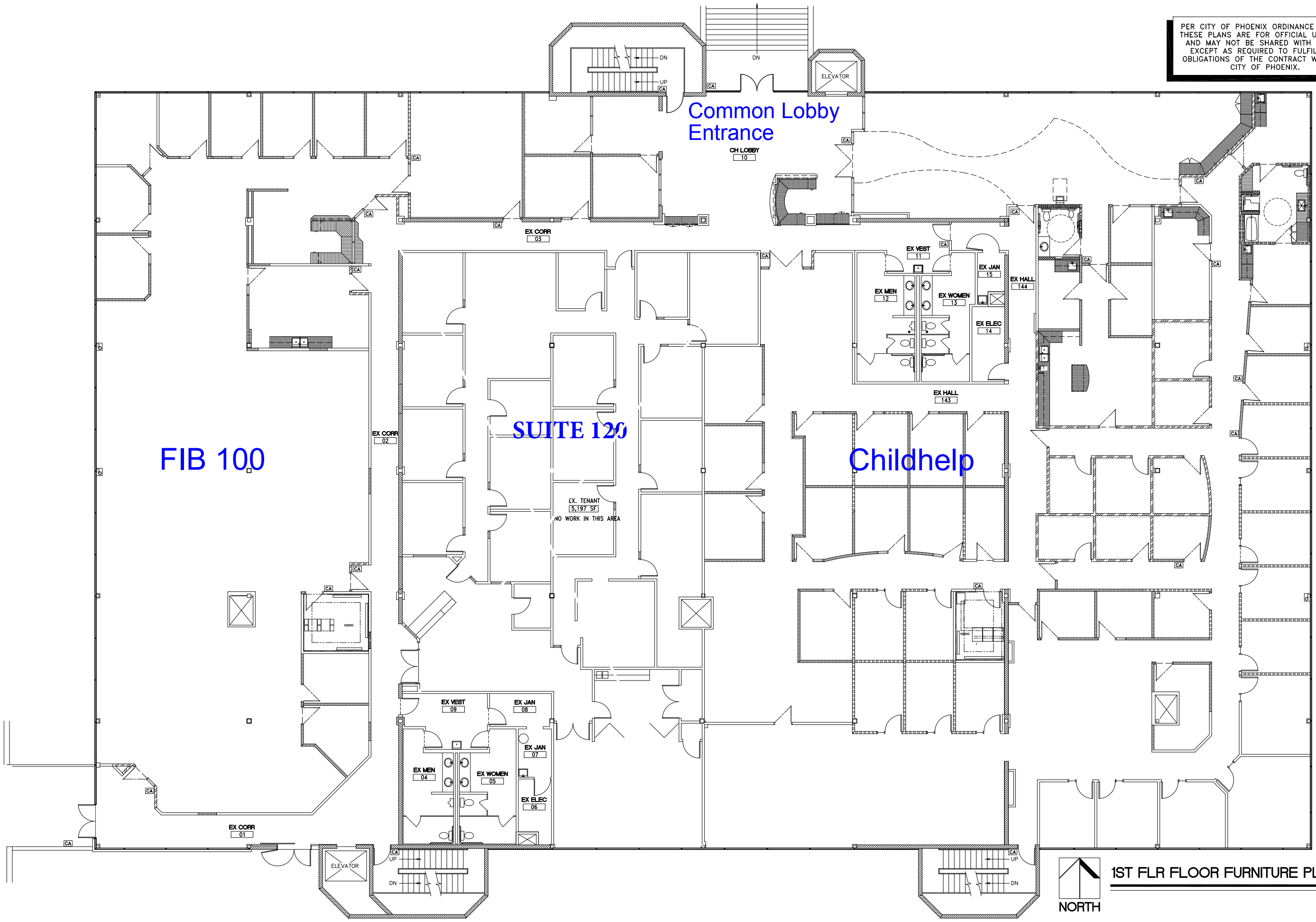
Mittelstaedt/Kesler, Ltd
Architecture/Interior Design

4180 E. Van Buren Suite 200 Phoenix, AZ 85008 (602)576-362

DATE: 11-20-00
REVISION:

PROJECT NUMBER:
GARDEN LEVEL FLOOR PLAN
FLR-G

PER CITY OF PHOENIX ORDINANCE G-4396
 THESE PLANS ARE FOR OFFICIAL USE ONLY
 AND MAY NOT BE SHARED WITH OTHERS
 EXCEPT AS REQUIRED TO FULFILL THE
 OBLIGATIONS OF THE CONTRACT WITH THE
 CITY OF PHOENIX.



THE WAGNER PARTNERSHIP
 ARCHITECTURE · INTERIORS · PROJECT MANAGEMENT
 4140 N. 44th ST. #102 PHOENIX, AZ 85018
 602.952.9890

PROJECT NO. P00000041-2
 CONTRACT NO. 131033
INTERIOR REMODEL:
CHILDHELP
 AT FAMILY ADVOCACY CENTER (FAC)
 2120 N. CENTRAL AVE PHOENIX, AZ 85004



NOT FOR CONSTRUCTION OR RECORDING

THIS DRAWING IS AN INSTRUMENT OF SERVICE AND THE PROPERTY OF THE WAGNER PARTNERSHIP, INC. AND SHALL REMAIN THEIR PROPERTY. THE USE OF THIS DRAWING SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH IT WAS PREPARED. ANY REUSE OR REPRODUCTION IS PROHIBITED WITHOUT THEIR WRITTEN CONSENT.

NUMBER	DATE
7	24 FEB 14
8	27 FEB 14
9	3 MAR 14
10	19 MAR 14
11	1 APR 14

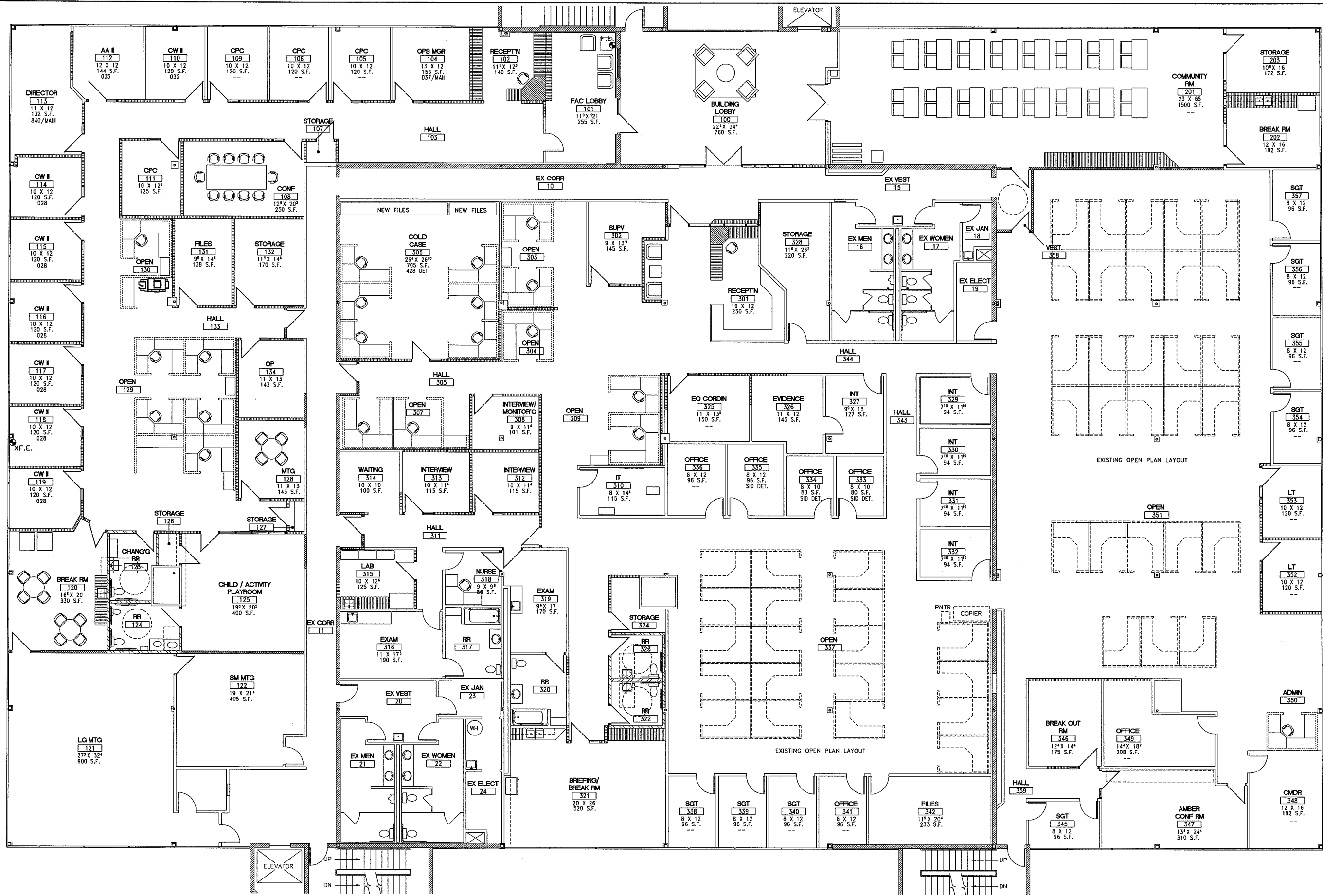
TITLE
1ST FLR FURNITURE PLAN
 WP #13010
 SCALE
 N.T.S.

DATE
 04 DEC 2013
 SHEET NO.
F2.1

1ST FLR FLOOR FURNITURE PLAN



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PROJECT NO. PD0000041
CONTRACT NO. 121123

DWN BY	TKW
DATE	14 FEB 2011
JOB #	08080
SCALE	N.T.S.

FAMILY ADVOCACY CENTER
2120 N. CENTRAL AVENUE



THE WAGNER PARTNERSHIP
ARCHITECTURE • INTERIORS • PROJECT MANAGEMENT

DWG #	SK-001
SFT #	001

FINAL FLOOR PLAN APPROVAL
Approved as Shown _____ Date _____

FINAL FLOOR PLAN APPROVAL
Approved as Shown _____ Date _____

FINAL FLOOR PLAN APPROVAL
Approved as Shown _____ Date _____

2nd FLOOR PLAN
REV 27 JAN 2011



EXHIBIT F

VENDOR QUESTIONNAIRE

Exhibit F
City of Phoenix Vendor Questionnaire

Vendor's Name: _____

INSTRUCTIONS: This is a mandatory response. Submit this form with your bid or proposal. Provide requested information to the extent information is available, then sign and date. If response is incomplete or The City of Phoenix requires further description, the Procurement Officer may request that Proposer provide additional information within a mandatory due date as a condition of responsibility and responsiveness or may determine the missing information is immaterial to award.

Vendor Information	
Vendor's Legal Name	
"Doing Business Name" (dba) if applicable	
Mailing Address	
Contact Person and Title	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Dun & Bradstreet number (if available)	

Ownership	
Is your firm a subsidiary, parent, holding company, or affiliate of another firm?	
What year was your firm, under the present ownership configuration, founded?	
How many years has your firm been in continuous operation without interruption?	
What year did your firm begin providing, on a continuous basis, the types of services or products that are required from this solicitation?	

Financial Resources and Responsibility	Specify yes or no. If yes, explain.
Within the previous five years, has your firm been the debtor of a bankruptcy?	
Is your firm in the process of or in negotiations toward being sold?	
Within the previous five years has your firm been debarred from contracting with any local, state, or federal governmental agency?	
Within the previous five years has your firm been determined to be a non-responsible bidder or proposer for any government contract?	
Within the previous five years has a governmental or private entity terminated your firm's contract prior to contract completion?	
Within the previous five years has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency?	

Affirmative Contracting	Specify yes or no. If yes, explain.
Within the previous five years has your firm been found to have violated any local, state, or federal anti-discrimination laws or regulations?	

Disputes	Specify yes or no. If yes, explain.
Within the previous five years has your firm been the defendant in court on a matter related to any of the following issues: <ul style="list-style-type: none"> • Payment to subcontractors? • Work performance on a contract? 	
Does your firm have outstanding judgments pending against it?	
Within the previous five years, was your firm assessed liquidated damages on a contract?	
Has your firm received notice of and/or in litigation about patent infringement for the	

**Exhibit F
City of Phoenix Vendor Questionnaire**

product and/or service that your firm is offering to the City?	
--	--

Compliance	Specify yes or no. If yes, explain.
Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a government entity? This does not include owners of stock in your firm if your firm is a publicly traded corporation.	
If a license is required to perform the services sought by this solicitation, within the previous five years has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?	

Business History	Specify yes or no.
Has your firm held, in the last five years, other contracts with public agencies, that are for similar products or services, of a size and scope similar to that required by the City of Phoenix?	

The undersigned further certifies that the Proposer:
Read the City's Solicitation and all its addenda, and to the best of his/her knowledge has complied with the mandatory requirements stated herein;
Has had opportunity to ask questions regarding the requirements and that the questions were answered by the City as indicated in the Schedule of Events;
Proposer's proposal is valid until the date the City awards a Contract or rejects all proposals;
That all information provided within the Proposer's proposal, including but not limited to the information provided in response to this Vendor Questionnaire, is true and correct to the best of his/her knowledge;
That Proposer has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive pricing in the preparation and submission of its proposal;
That Proposer fully understands the character of the goods to be provided and/or services to be performed, the manner payment is to be made, and the terms and conditions. The Proposer offers to provide the goods and/or services within the time required, upon the terms and conditions provided without exception, and at the prices offered.
That the person signing below has the authority to legally bind the Proposer.
Proposer shall provide immediate written notice to the City of Phoenix if, at any time prior to contract award, the Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Dated this ____ day of _____, 2025

Legal Name of firm making the Offer

Signature of the officer or employee responsible for the Proposal

Title

ATTACHMENTS A - O

ATTACHMENT A - 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: _____

ATTACHMENT B - EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____

ATTACHMENT C - 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.

--	--	--	--

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

ATTACHMENT D - COSTS AND PAYMENTS

(please complete and return with the submittal)

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

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

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

ATTACHMENT E - 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 _____

ATTACHMENT F

**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

ATTACHMENT G

**CERTIFICATION OF PROPOSER'S INSURANCE AGENT REGARDING
PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of **RFP-25-MSD-0497**, and has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as a successful offeror of the RFQu to which my client has responded:

Legal Name of Proposer: _____

Insurance Agency Name: _____

Address: _____

Phone: _____

Email: _____

Please identify which type of coverage your firm provides/will provide to the Proposer.
Check all that apply:

- Commercial General Liability

- Worker's Compensation and
Employer's Liability

Agent/Broker: _____
(Print/Type)

Agent/Broker: _____
(Signature)

Signature Date: _____



**ATTACHMENT H
CONFIDENTIAL INFORMATION FORM**

CITY OF PHOENIX

CONFIDENTIAL INFORMATION FORM

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

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

Page Title	Confidentiality and Proprietary Information

Note: use additional pages as necessary.

Print Name

Title

Authorized Signature

Date

ATTACHMENT I - 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: _____

**ATTACHMENT K
AUTHORITY TO SIGN DOCUMENTS
For Individual, Co-Partnership
Or Corporation**

To Whom It May Concern:

_____, does hereby designate and authorize _____, whose signature appears below, to

execute and sign on behalf of _____, the following documents as indicated by checks:
Contractor/Consultant/Company Name

- 1. The Contract
- 2. Amendments
- 3. Invoices
- 4. All other documents or forms submitted necessary to the execution of the contracted services.
- 5. All Four
(Please check one or more of the squares as applicable.)

The authority herein granted shall be and is hereby granted for the duration of Contract # _____ to provide _____ services or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated this ____ day of _____, 2022.

By _____ (Signature of Officer) _____ (Title)

(Signature of Persons Authorized to Sign)

STATE OF ARIZONA)
COUNTY OF _____) SS.

This instrument was acknowledged before me this ____ day of _____, 20____
by _____
appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said Individual, Co-Partnership, or Corporation for the purpose and consideration therein expressed.

My Commission Expires _____
(Notary Public)



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

CITY OF PHOENIX

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

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

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

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

JHH/amt/#835519/

Rev. 12/2016 (JMK/lmg)

Solicitation Number:

Page



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

CITY OF PHOENIX

- U.S. Certificate of Citizenship.
Date of issuance: _____; Place of issuance: _____

- Tribal Certificate of Indian Blood.
Date of issuance: _____; Name of tribe: _____

- Tribal or Bureau of Indian Affairs Affidavit of Birth.
Year of birth: _____; Place of birth: _____

- Signed: _____ Dated: _____

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

JHH/amt/#835519/

Rev. 12/2016 (JMK/lmg)

ATTACHMENT M

PROPOSAL SUBMITTAL AFFIDAVIT

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

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

1. The City is relying on Consultant's submitted information and the representation that Consultant has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Consultant.
3. Consultant has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Consultant errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by Consultant in connection with this proposal shall be borne solely by Consultant. Under no circumstances shall the City be responsible for any costs associated with Consultant's proposal or the RFP process.
9. Consultant has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

11. To the best of the Consultant's knowledge, the information provided in its proposal is true and correct and neither the undersigned Consultant nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

Signature(s)

Consultant's Contracting Entity (Legal Name¹): _____

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

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

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

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and email Address: _____

Signature: _____

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



**SUBMITTALS – ATTACHMENT N
FINANCIAL RESPONSIBILITY QUESTIONNAIRE**

CITY OF PHOENIX
Public Transit Department
302 N. 1st Ave.
Phoenix, AZ 85003
PTDProcurement@phoenix.gov

This questionnaire must be submitted with Proposal documents. Failure to provide the completed questionnaire may cause rejection of the Proposal. All references and information must be current and traceable. If the Offeror is a Joint Venture, a separate form shall be prepared by each Joint Venture Partner.

Name of Offeror: _____

Principal Business Address: _____

Contact/Title: _____

Phone: _____ Email: _____

Website: _____ DUNS No. _____

How long has your organization been in business under present name? _____ years.

Describe your company's ability to meet the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

Have you or your organization, or any officer or partner thereof, failed to complete a Contract?

No Yes. If yes, give details: _____

Is any litigation pending against your organization?

No Yes. If yes, give details: _____



**SUBMITTALS – ATTACHMENT N
FINANCIAL RESPONSIBILITY QUESTIONNAIRE**

CITY OF PHOENIX
Public Transit Department
302 N. 1st Ave.
Phoenix, AZ 85003
PTDProcurement@phoenix.gov

Identify your principal financial institution for financial responsibility reference:

Name of Bank: _____

Street Address: _____

City and State: _____

Telephone: _____ E-Mail: _____

Officer Familiar with Offeror's Account: _____

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
---	--

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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Attachments:

- Attachment A – Years in Business and References
- Attachment B – 24 Hour Emergency Contact
- Attachment C - Conflict of Interest and Transparency
- Attachment D - Costs and Payments rev
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- Attachment F – Certification Regarding Debarment
- Attachment G – Certification of Ability to Obtain Insurance
- Attachment H – Confidential Information
- Attachment I – Offer Form
- Attachment J – Place of Business
- Attachment K – Authority to Sign Documents
- Attachment L – Affidavit of Lawful Presence
- Attachment M – Proposal Submittal Affidavit
- Attachment N – Financial Responsibility Questionnaire
- Attachment O – Treasury Department Letter

Exhibits:

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Standard Terms and Conditions
- Exhibit D – Special Terms and Conditions
- Exhibit E – Floor Plans
- Exhibit F – City of Phoenix Vendor Questionnaire