



REQUEST FOR PROPOSAL - PROFESSIONAL
SERVICES
RFP FY25-086-14 (DRW)
THE MORELAND CO-DEVELOPMENT PARTNER

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

RELEASE DATE: April 4, 2025
DEADLINE FOR QUESTIONS: April 16, 2025
PROPOSAL SUBMISSION DEADLINE: May 2, 2025, 3:00 pm

City of Phoenix
REQUEST FOR PROPOSAL
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- B - Submittals - Offer Form_2025
- C - Submittals - Conflict Of Interest And Transparency form
- D - Submittals - Certification Regarding Debarment, Suspension, And Other Ineligibility And Voluntary Exclusion form
- E - Submittals - Contractor Licensing Requirements
- F - Submittals - Years In Business And References
- G - Submittals - Emergency 24-Hour Service Contact

Exhibits:

- A – Site Map
- B – Photos
- C – Design Plans and Specifications (To be Added as an Exhibit to this RFP by Addendum)
- D – Opening Bid Detail
- E – Variances
- F – DOL Davis-Bacon Wage Decision

1. Introduction

1.1. Summary

The City of Phoenix Housing Department (the “City”) invites sealed proposals from qualified organization(s) to serve as the Co-Developer for the redevelopment of the Deck Park Vista Apartments into a new affordable multifamily rental housing project, now called The Moreland. The City is seeking to address a critical need for affordable housing in Downtown Phoenix.

The City is seeking a Co-Developer partner to develop new multi-family housing where quality and expeditiousness is key. The City will provide 56 standard Section 8 Project-Based Vouchers (“PBV”) and 75 Choice Neighborhoods PBVs for a total of 131. The architectural design has been completed and approved by the City’s Planning and Development Department. The plans portray a two-phase development, Moreland I and Moreland II. The Moreland I plans include a 132-unit development that contains studio to three-bedroom units, a community room, a fitness center, a computer room, teen/youth space, and a parking garage. The Moreland II plans include a 105-unit development that consists of studio and one-bedroom units, a community room, a fitness center, and a game lounge. A general contractor has been selected, and permits have been pulled for both phases due to variance requirements.

The recommended proposal and business terms will be brought to City Council and/or a Subcommittee of the City Council for consideration.

Qualified organizations (each a “Proposer”) may submit their proposal under this RFP as a sole Proposer or as a team of Proposers providing the services set forth in the Scope of Work. The City intends to select the Proposer(s) that best meets the City’s needs and requirements to perform the services described in this RFP, based upon qualifications, proven ability, experience performing similar work, and other criteria.

The selected Co-Developer will be required to work with the City to implement the project according to all funding requirements. Requirements may include, but are not limited to, preparation of all applications according to applicable criteria, community and stakeholder outreach, preparation of budgets and schedules, contracting of third-party vendors, and obtaining necessary additional funding, all as agreed upon by the City, the United States Department of Housing and Urban Development (“HUD”), and the Proposer(s).

Proposers will be evaluated based on their ability to timely carry out the requested services and must demonstrate the ability and experience to: 1) implement a comprehensive multi-family rental development plan with a resident services component; and 2) implement housing development strategies, working in concert with the City, residents, and other local stakeholders.

1.2. Background

Deck Park Vista was a 56-unit affordable rental property for seniors located on approximately two acres at 1125 N. 3rd Street (the “Site”). Residents have been relocated, and the buildings have been demolished. The Site is now vacant. Former residents of Deck Park Vista will have the first right to return to the new development with rents subsidized through Section 8 PBVs. Former public housing residents of the Choice Neighborhoods Edison-Eastlake Community will also have a right to the new units utilizing PBVs. The Site falls within the Downtown Core and is currently zoned under the Downtown Code-Evans Churchill East Character Area.

The Scope of Work is set forth in detail in Section 2.4 of this Request for Proposals (“RFP”).

The identified architect for this project is SPS+ Architects and the general contractor is EOS Builders LLC.

1.3. Housing Department Overview

The City Housing Department provides quality affordable housing and a pathway to self-sufficiency for low-to-moderate income families, seniors, and people with disabilities. The Housing Department’s plans and policies are described in its Annual Agency Plan at <https://www.phoenix.gov/housing/brochures-reports>.

With over 170 full-time employees, the Housing Department administers a variety of programs to continue its mission and fulfill its goals and the City’s responsibilities as the Public Housing Authority (“PHA”) for HUD. As a PHA, the City administers approximately 5,582 units of public housing and other affordable housing, and manages over 6,800 Section 8 Housing Choice Vouchers. These programs provide homes to more than 35,000 Phoenix residents.

The City also provides financing to private for-profit and non-profit organizations to create additional affordable housing in the Phoenix community using HOME Investment Partnerships Program (HOME), and other funding sources. In addition, the Housing Department provides supportive services to assist residents in reaching their employment and education goals and attaining self-sufficiency.

2. Instructions

The City takes no responsibility for informing recipients of changes to the original RFP. It is the Proposer's responsibility to obtain a copy of any amendment and/or addenda relevant to this RFP at <https://www.phoenix.gov/solicitations>.

Proposers are strongly encouraged to visit the RFP solicitation webpage daily to check for the issuance of amendments and/or addenda.

Failure to submit signed addenda with the RFP response may be grounds for deeming a proposal non-responsive. Please note these are issued between the time the RFP is released and the Proposal Submission Deadline.

2.1 City's Vendor Self-Registration and Notification:

Proposers shall be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/procure>. The City may, at its sole discretion, reject any proposal from a Proposer who is not registered in the City's eProcurement system.

2.2 Contact Information

David Wisniewski

Housing Manager - Contracts and Procurement

Email: david.wisniewski@phoenix.gov

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

Department:

Housing

2.3 Timeline

Release Project Date	April 4, 2025
Pre-Proposal Meeting (Non-Mandatory)	<p>April 14, 2025, 10:00am</p> <p>Join from the meeting link</p> <p>https://cityofphoenix.webex.com/cityofphoenix/j.p52c1</p> <p> </p> <p>Join by meeting number</p> <p>Meeting number (access code): 2346 220 8894</p> <p>Meeting password: iuGbbngm248</p>

Question Submission Deadline	April 16, 2025, 3:00pm
Question Response Deadline	April 21, 2025, 3:00pm
Proposal Submission Deadline	May 2, 2025, 3:00pm

2.4 *Pre-Proposal Conference*

Attendance is strongly encouraged. The purpose of this conference will be to clarify the contents of this RFP to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the RFP. Written minutes and/or notes will not be available.

2.5 *Description – Statement of Need*

The City Housing Department (the "City") invites sealed proposals from qualified organization(s) to serve as the Co-Developer for the redevelopment of Deck Park Vista Apartments into a new affordable multifamily rental housing project, now called The Moreland. The City is seeking to address a critical need for affordable housing in Downtown Phoenix.

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

2.6 *Agreement Term and Contractual Relationship*

Proposers 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 Proposer agrees it will be bound by the agreement. 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.

2.7 *Award*

The City intends to select the Proposer that best meets the City's needs and requirements to perform the services described in this RFP, based upon qualifications, proven ability, and experience of performing similar work.

A response to this RFP is a Proposal to contract with the City based upon the terms, conditions, and specifications contained in this RFP. Such a proposal does not become a contract until it is executed by the Department Director. All of the terms, conditions, and specifications of the contract are contained in the RFP, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

2.8 City's Reservation of Rights

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

- a. Waiving any defects or informalities in any proposal or proposing procedure;
- b. Accepting or rejecting any or all proposals or any part of any or all proposals;
- c. Canceling the RFP in part or in its entirety;
- d. Reissuing the RFP with or without modification;
- e. Extending the deadline for proposals; and/or
- f. Requesting additional information from any or all proposers.

2.9 Preparation of Proposal

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

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

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

It is the responsibility of all Proposers 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 a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after due date and time. Proposers 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 Proposer's knowledge and observations with the solicitation and other related data.
- C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Proposer 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. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Proposer 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. Proposers are reminded that the specifications stated in the solicitation are the minimum level required, and that Proposals submitted must be for products or services that meet or exceed the minimum level of all features specifically listed in this solicitation. Proposals proposing less than any minimum specifications or criteria specified are not responsive and should not be submitted.

2.10 Exception

If a Proposer has exceptions based on the scope, then Proposer must include a list of exceptions to the requirements of the solicitation and attachment documents, if any, stated on a separate page labeled "Exceptions Statement." Proposer must identify the reason for the requested change, provide alternate language and provide an explanation.

It is the intent of the City to award a contract on a fair, competitive basis. For this reason, the City may view any "Exception" in response to any material conditions or requirement of the solicitation, as an attempt by the Proposer to vary the terms of the solicitation which, in fact, may result in giving the Proposer an unfair advantage. For this reason, the City will, at its option, not allow exceptions to any material requirement if, in the opinion of the City, the exceptions alter the overall intent of the solicitation, unless the exception would be of material benefit to the City. Additionally, the City may, at its option, deem any submittal non-responsive based on exceptions by the Proposer.

2.11 Responsive Proposals

Proposals must meet all material requirements of this RFP. All required elements of a sealed proposal will be evaluated on a pass/fail basis. The use of scoring or ranking cannot be used to evaluate non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by members of an evaluation committee in accordance with the criteria set forth in the Scope of Work and Proposal and Evaluation Requirements in this RFP.

In addition, the evaluation committee MAY request a formal presentation from the highest-ranked Proposers before a final recommendation is made. If presentations are requested and presented, the evaluation committee will re-convene, review, and re-score the evaluation categories based on the expanded information.

If interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

2.12 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 Proposer be a responsible contractor. Responsibility includes the Proposer'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 Proposal to determine if the Proposer is responsible. The City's determination as to whether a Proposer is responsible will be based on the information furnished by the Proposer, interviews (if any), any information at the City's request, information in any best and final Proposal, and information received from Proposer's references, including information about Proposer's past 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 RFP will not be made until any necessary investigation, which each Proposer agrees to permit by submitting its Proposal, is made by the City as it deems necessary. A review of responsibility may occur up to contract award

2.13 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 Proposers 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 to the Contract Representative.

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

2.14 Addenda

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

2.15 Licenses

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

2.16 Certifications

By signature in the Proposal section of the Proposal and Acceptance page(s), Proposer certifies:

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

- The Proposer has not given, proposed 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 Proposal.

2.17 Submission of Proposal

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

Proposals must be submitted in one of the following ways:

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

2.18 Withdrawal of Proposal

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

2.19 Proposal Results

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

2.20 Pre-Award Qualifications

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

Upon notification of an intent to award, the Proposer will have ten calendar days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this agreement. Insurance requirements are non-negotiable.

2.21 Award of Contract

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Proposer(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 Proposer 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. Proposer 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 Proposals or portions thereof; or (3) reissue a solicitation.

C. A response to a solicitation is a Proposal to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Chief Procurement Officer or Department Director. The City requires formal signing of a separate Professional Services Consultant agreement, to include the Standard Terms and Conditions, Special Terms and Conditions, all of the terms, conditions and specifications contained in this solicitation, and in any addendum.

2.22 City's Right to Disqualify for Conflict of Interest

The City reserves the right to disqualify any Proposer based on real or apparent conflict of interest that is disclosed by the Proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer submitting a Proposal 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 or any court.

2.23 Solicitation Transparency Policy

- A. Commencing on the date and time a solicitation is published, potential or actual Proposers 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 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, Proposers may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff. Proposers may not discuss the solicitation with any City employees or evaluation panel members.
- B. Proposers 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 Proposers, 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 Proposers.
- D. This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public, and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer 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 Proposer, regardless of whether the City responds to the contact. Proposers that violate this policy will be disqualified until the resulting contract(s) are awarded, or all Proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

2.24 *Protest Process*

- A. Proposer 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 and other Proposers must adhere to all solicitation dates and deadlines, including timely filing of a Proposal, regardless of filing a protest.
- C. Proposer may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Proposer was notified of the adverse determination.
- D. Proposer may protest an award recommendation if the Proposer 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 a Proposer(s). Proposer 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 must be in writing, filed with the Procurement Officer identified in this RFP, 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.

2.25 *Public Record*

All Proposals 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 a Proposer believes that a specific section of its Proposal response is confidential, the Proposer will isolate the pages marked confidential in a specific and clearly labeled section of its Proposal response. A Proposer may request specific information

contained within its Proposal is treated by the Procurement Officer as confidential provided the Proposer 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 Proposers 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 Proposer in writing of any request to view any portion of its Proposal marked “confidential.” The Proposer will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Proposer does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

2.26 Late Proposals

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

2.27 Right to Disqualify

The City reserves the right to disqualify any Proposer 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 Proposer on the basis of any real or apparent conflict of interest that is disclosed by the Proposal 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 Proposer 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 Proposer.

2.28 Equal Low Proposal

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 Proposals. If time permits, the Proposers involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

2.29 Evaluation of Competitive Sealed Proposals

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

2.30 Determining Responsiveness and Responsibility

Proposals deemed non-responsive will not be evaluated or considered for award.

A. The following proposals will not be evaluated:

- Proposals that do not conform to the minimum specifications stated in

the Scope of Work.

- Proposals submitted without complete fee information.
- Proposals that contain altered or conditional information.
- Proposals submitted by a Proposer who does not have valid certifications and/or licenses required by state, federal, or local law or regulations to perform the service requested at the time of the submittal.
- Proposals not received by the designated due date, place, and time.
- Proposals submitted with an un-signed Proposal Form. (Attachment B)

B. Proposals may be deemed non-responsive at any time in the evaluation process if in the sole opinion of the City:

- Proposer does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
- Proposal does not comply with the submission requirements including any specified page limits.
- Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, are intended to mislead the City in its evaluation of the Proposal.

2.31 Detailed Evaluation of Proposals and Determination of Competitive Range

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

2.32 Proposals Not Within the Competitive Range

The City may notify Proposers of Proposals that the City determined are not in the Competitive Range.

2.33 Discussions with Proposers in the Competitive Range

The City will notify each Proposer whose Proposal is in the competitive range or made the 'short list' and provide in writing any questions or requests for clarification to the Proposer. Each Proposer 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 Proposal. The Proposers in the competitive range may be required to provide a demonstration of their product.

Demonstrations - Proposers in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City. 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 a Proposal 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 Proposer to remove the conditions, exceptions, reservations or understandings. If the Proposer fails to do so, the City may determine the Proposal is nonresponsive, and the City may revoke its determination that the Proposal is in the competitive range.

To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Proposer about other Proposals received in response to this solicitation. During discussions with Proposers in the competitive range, the City will not give Proposers specific prices or specific financial requirements that Proposers 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. Proposers will not be told of their relative rankings before Contract award.

2.34 Best and Final Proposals (BAFO)

A BAFO is an option available for negotiations. Each Proposer in the competitive range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Proposal and make one BAFO.

If a Proposer's BAFO modifies its initial Proposal, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Proposals. The City will adjust appropriately the initial scores for criteria that have been affected by Proposal 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 Proposal 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 a Proposer whose Proposal 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 Proposer, without negotiations, and without soliciting BAFOs.

2.35 Fixed Proposal Price Period

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

2.36 Business in Arizona

The City will not enter contracts with Proposers (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 Proposer asserts a statutory exception prior to entering a contract with the City.

2.37 Evaluation Criteria

Proposals will be evaluated and scored by members of an evaluation committee in accordance with the criteria stated in Section V (Proposal and Evaluation Requirements), consisting of technical component(s) and a fee/cost component.

In addition, the evaluation committee MAY request a formal presentation from the highest- ranked Proposers before a final recommendation.

If only one proposal is received, the City may proceed without convening an evaluation committee.

All timely proposals will be reviewed to determine whether the minimum qualification requirements have been met. Proposals that do not meet all qualifications requirements will be considered non-responsive and will be rejected.

Evaluation Criteria and associated scoring is as follows:

Proposed Development	200 points
Proposer Qualifications, Experience, and Financing Capacity	300 points
Proposed City Commitment and Benefit to the City	250 points
Proposed Project Timeline	250 points

Total available points: 1,000

The evaluation committee will review the information submitted in the proposals to address the requirements listed in the corresponding Proposal Tabs. All responsive and responsible proposals will be evaluated based on the following criteria. This is a best-value-to-the-City procurement, which means the evaluation committee must review all factors, not just financial return to the City, in selecting the recommended Proposer.

3.0. Scope of Work

The City is seeking a Co-Developer to develop new multi-family housing according to the existing building plans where quality and expeditiousness is key. The City will provide 56 standard Section 8 PBVs and 75 Choice Neighborhoods Section 8 PBVs for a total of 131. The architectural design has been completed and approved by the City's Planning and Development Department. The plans portray a two-phase development, Moreland I and Moreland II. The Moreland I plans include a 132-unit development that contains studio to three-bedroom units, a community room, a fitness center, a computer room, teen/youth space, and a parking garage. The Moreland II plans include a 105-unit development that consists of studio and one-bedroom units, a community room, a fitness center, and a game lounge. A general contractor has been selected, and permits have been pulled for both phases due to variance requirements.

3.1 *Minimum Qualifications*

The qualified and responsive Proposer must meet **all** minimum qualifications listed below. Should a Proposer fail to meet one of the minimum qualifications identified, the Proposal will be disqualified as non-responsive.

- A. The Proposer organization(s) must have experience successfully completing at least five vertical developments of at least four stories in the last five years where the developments utilized LIHTC financing and preferably HUD funding.
- B. The Proposer(s) must use the existing approved architectural plans (to be added as an Exhibit to this RFP by Addendum), the identified architect and general contractor, and the 131 PBVs for returning residents. All 131 PBVs must be used in the first phase of the development.
- C. The proposal must include a firm partnership commitment with a non-profit(s) to deliver services to residents.
- D. The proposal must demonstrate the ability to hold the financial closing by November 1, 2025, and to develop and occupy all units no more than 36 months after the financial closing date.
- E. The Proposer(s) must demonstrate commitment to fulfill responsibilities for both Phase I and Phase II development.
- F. The Proposer(s) must agree to the City's terms as outlined in Section III of this RFP.
- G. Minimum Developer fee split will be 35% to City entity and 65% to Co-Developer.
- H. City entity will serve as project co-owner and co-developer for both phases and receive at least 50% of the project's surplus cash flow.
- I. Fair market ground lease payment will be required.
- J. Projects (both phases) will revert to City ownership at the end of the 15-year LIHTC compliance period or sooner.
- K. The Proposer(s) must provide all financial and other guarantees for Moreland I and Moreland II.

3.2 *Desired Project*

In addition to the Minimum Requirements stated in **Section 3.1** above, the RFP includes the following preferred parameters:

- A. Development of 132 new apartment units in Phase I and an additional 105 new apartment units in Phase II per the City approved building plans (to be added as an Exhibit to this RFP by Addendum).
- B. Up to 50 Workforce Housing units that are affordable for households from 81% to 120% of Area Median Income as part of Phase II.
- C. Community space and amenities for residents.
- D. Appropriate provision of services for residents.
- E. Incorporation of public art component.

3.3 *Funding Sources*

The City will provide up to \$10 million in American Rescue Plan Act (“ARPA”) and \$3 million in HOME funding for the Moreland Phase I project, of which, approximately \$2.5 million has been expended on predevelopment costs. The selected Proposer(s) will be expected to identify and obtain all other sources of funding, including gap funding for Phase II.

Anticipated sources of funding can include:

a. Other Federal, State and Local Public Funds

Proposers are advised that the use of Federal, State, and Local Public funds will require compliance with all applicable federal, state, and local regulations and statutes, including Davis Bacon wage requirements and Section 3.

b. Low Income Housing Tax Credit Equity (LIHTC)

The selected Proposer(s) is expected to identify investors for LIHTC with this project proposed as a 4% LIHTC/Bond project. Volume cap carryforward expires in December 2025.

c. Private Debt

The selected Proposer(s) is expected to identify and utilize conventional mortgage debt when applicable.

d. Operating Subsidies

The City will make financial contributions towards the cost of operating the new Phase I development in the form of 131 PBVs. No operating subsidies have been identified for Phase II.

Proposer must provide Letters of Interest for all funding sources except City funding.

3.4 *Ground Lease*

The City will execute a ground lease with the Co-Developer, as well as a Declaration of Affirmative Land Use Restrictive Covenants for a period of affordability that will apply for the duration of the lease term or 40 years, whichever is longer. Title to any improvements constructed on the Site may be owned by the ground lessee/Site ownership entity during the term and revert to the City at the end of the LIHTC compliance period or sooner as negotiated. Proposal must identify the proposed lease rate and term of the Ground Lease. Proposal must also include lease rate adjustments for the duration of the proposed lease term as well as the proposed terms for the reversion of the project(s) to the City.

3.5 *Proposed City Commitment and Benefit to the City*

If the Proposer is seeking other assistance from the City, the proposal must include specific details such as the type of assistance, length of agreement term, commencement and completion dates, etc. Any requests for City assistance must:

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

Proposed terms for the reversion of the project(s) to the City at the end of the 15-year LIHTC compliance period or sooner as determined by the Parties must be included in the Proposal.

3.6 *City Roles and Responsibilities*

The City anticipates responsibility for certain activities and will coordinate with the selected Proposer(s). Activities may include, but are not limited to:

- a. Relocation – preparing or approving of a tenant relocation plan and relocating former Deck Park Vista and Choice Neighborhoods residents back to the development. A third-party relocation consultant may be procured.
- b. Section 3 – monitoring and assisting the selected Proposer(s) in meeting Section 3 requirements.
- c. Community Facilitation – assisting the selected Proposer(s) with community facilitation and ensuring stakeholders understand and advise on all aspects of the project.
- d. Asset Management –The City intends to acquire the asset(s) at the end of the 15-year LIHTC compliance period or sooner as negotiated.

- e. Land – the City will provide the land for redevelopment through a Ground Lease. The City will monitor the Site to ensure the improvements are being designed, constructed, and managed appropriately to preserve its long-term value. The City has the right to cancel the agreement and retain full rights to the land for non-performance of contract.
- f. City has created entities to serve as co-owner and co-developer of Moreland I and Moreland II.
- g. Operating Subsidies – the City will provide 56 PBVs and 75 Choice Neighborhoods PBVs for Phase I.
- h. Historic Preservation and Archaeology – the City will be the lead responsible for addressing any historic preservation and/or archaeology issues on the Site(s). The Selected Proposer(s) will be expected to cooperate with the City in these efforts.
- i. Provide approved building plans. – An architecture firm has been selected and building plans for Phase I and Phase II have been approved by the Planning and Development Department. Construction permits have been obtained.
- j. Procure general contractor. A general contractor has already been procured and selected for the Moreland I.

3.7 Affordability Requirements (not all-inclusive) for 131 of Phase I's 132 Units

Units classified as Affordable will be made available to residents with income levels not exceeding 50% of the Phoenix Metropolitan Statistical Area (Phoenix-MSA) Area Median Income (AMI) as defined annually by HUD. In order to support the Moreland I project and to guarantee affordability, the Housing Department will make available to the successful Proposer, a minimum of 131 PBVs for returning residents who meet the criteria. This will require the successful Proposer to enter into an Agreement to Enter into a Housing Assistance Payments Contract (AHAP) and a Housing Assistance Payments Contract (HAP) with the City Housing Department for a term of 20 years (with an option to renew for an additional 20 years) to receive and administer the 131 PBVs. Affordability requirements will be secured through a Declaration of Affirmative Land Use Restrictive Covenant. The Declaration of Affirmative Land Use Restrictive Covenants will have a term of 40 years or the proposed lease term, whichever is longer and will withstand foreclosure. All loans must be subordinate to the Declaration of Affirmative Land Use Restrictive Covenants. Initial rents for the PBV units will be the lowest of the following: 110% FMR- Utility Allowance, Rent Reasonableness Rents as determined by a third party PHA, Owner Requested Rent, and HCV Payment Standards.

The current payment standard can be found at the following link:

[HCV Payment Standards Jan2025.pdf](#)

Residents that were relocated in preparation for the project will be given the first right to return to the property after redevelopment. Therefore, PBV priority will be given to households formerly residing in Deck Park Vista who wish to return utilizing the 56 standard PBVs. First right to return will also be given to Choice Neighborhoods households wishing to relocate to Moreland I utilizing the 75 Choice Neighborhoods PBVs.

The Moreland II project will provide up to 50 Workforce Housing units at 81% to 120 AMI as determined by the most feasible underwriting.

Other unit mix and funding scenarios for Moreland II may include the use of HUD's Faircloth to RAD program, use of City PBVs, and/or additional reasonable City assistance.

4. Federal Requirements

4.1 *Recovered Materials*

The Resource Conservation and Recovery Act (RCRA), section 6002, requires the Environmental Protection Agency (EPA) to designate items ("designated items") that are or can be made with recovered materials. If the City uses at least a portion of federal funds to purchase over \$10,000 worth of a designated item in a given year, the City must purchase the item containing the highest percentage of recovered materials practicable. Contractors can refer to the EPA's Comprehensive Procurement Guide (CPG) for product specifications found at 40 CFR 247 or www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

4.2 *Contracting with Small and Minority Businesses, Women's Business Enterprises, and Disadvantaged Business Enterprises*

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

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

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

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- B. Each Contractor tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.
- C. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

4.4 Procurement of Recovered Materials

- A. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which shall be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
- B. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

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

- A. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

- B. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

4.6 *Audit*

The Contractor shall submit a financial audit within ninety (90) days after the close of any Contractor fiscal year in which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this agreement is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit shall be in conformance with the audit requirements of 2 CFR Part 200.501. No funds resulting from this Contract shall be expended for the purpose of an audit without the prior written consent of the City. The decision to provide such consent shall be in the sole discretion of the City.

4.7 *Conflicts of Interest*

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

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

4.8 *Federal Funding Accountability and Transparency Act (FFATA)*

The AGENCY will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The AGENCY must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Unique Entity Identifier (UEI). The AGENCY will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

4.9 *Build America, Buy America (BABA)*

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR

17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

4.10 Department of Labor Wage Decision

All Proposers should carefully review the Department of Labor Wage Decision and the applicable rates for Maricopa County under the construction type Building. Applicable Wage Decisions are updated by the Department of Labor periodically. The current wage decision is: General Decision Number: **Wage Decision #AZ20250039, MOD 3, Published 02/28/2025.**

To see the current wage decision for Maricopa County and Residential, go to: [SAM.gov](https://sam.gov)

4.11 HUD Form 4010

All Proposers should carefully review HUD Form 4010, incorporated herein by reference and is incorporated in the Contract between the successful Proposer and the City.

4.12 HUD Form 5369

All Proposers should carefully review HUD Form 5369, incorporated herein by reference. In the context of this procurement the term PHA as used in HUD Form 5369 refers to the City.

<https://www.hud.gov/sites/documents/5369.pdf>

4.13 HUD Form 5370

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

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

5. Special Terms and Conditions

5.1. Method of Payment

1. The City cannot agree to waive any lawful or legitimate right to recover monies lawfully due them. Therefore, the Proposer agrees that it will not insist upon or demand any statement whereby City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law.
2. The Proposer acknowledges that the City requires and demands that no payment be made to the Proposer or any contractor while there is an outstanding obligation due the City. The City may direct any such obligation be offset against payment due the Proposer or any contractor. The City also shall be entitled to offset against any sums due the Proposer, any expenses or costs incurred by the City or damages assessed by the City concerning the Proposer's nonconforming performance or failure to perform this Agreement.
3. The Proposer shall submit applicable programmatic and financial reports as required by this Agreement. Except as otherwise provided in this Agreement, the City shall make payment or notify the Proposer of non-payment or reduced payment for non-performance no later than 30 days after complete and accurate invoices are submitted to the City. If the Proposer is, in any manner, in default in the performance of any obligation under this Agreement, or if an audit exception is identified, the City may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception. Under no circumstances shall the City authorize payment to the Proposer that exceeds the percentage stated in Proposal.
4. The Proposer must reimburse the City upon demand or the City may deduct from future payments the following:
 - a. Any amounts paid by the Proposer to a subcontractor not authorized in writing by the City.
 - b. Any amount or benefit paid directly or indirectly to an affiliated or related party or an affiliated or related organization with the Proposer, unless such arrangement has been approved in writing by the City, after full disclosure in writing by the Proposer to the City of such affiliation or relationship.
 - a. Any amount paid by the City for duplicate services.
 - b. Any amounts expended for items or purposes determined unallowable by the City.
 - c. Any amounts paid by the City for which the Proposer's books, records, and other documents are insufficient to clearly substantiate that those amounts were used by the Proposer to perform the services.
 - d. Any amount identified as a financial audit exception.

- e. Any late fees incurred by the Proposer.

5.2. Right-of-Way Management Program

Pursuant to Phoenix City Code, Article XV as revised September 18, 2007, the Contractor must comply with the City Right-of-Way Management Program when performing services under this agreement. Requirements may be found at www.phoenix.gov/streetsraffic-management/right-of-way-mgmt-program-information.

5.3. Performance Interference

Contractor shall notify the department contact immediately of any occurrence and/or condition that interferes with the full performance of the contract and confirm it in writing within twenty-four (24) hours to the City Housing Department, Attn: David Wisniewski, 251 W. Washington, 4th floor, Phoenix, AZ 85003.

5.4. Contractor's Performance

Contractor shall use those efforts which a skilled, competent, experienced, and prudent person or organization would use to perform and complete the requirements of this Contract in a timely and professional manner conforming to the standards and quality generally recognized and accepted within the profession throughout the United States. Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services.

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 shall notify the Contractor.

The Contractor will have ten (10) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall 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 Contract for default.

5.5. Employee Identification and Access

Except as set forth in Sections VI (J) and (K) Contractor employees are forbidden access to designated restricted areas. Beyond meeting rooms and other areas open to the public, access to particular operational premises shall be as directed by the City's authorized representative.

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

5.6. Account Staffing

The Contractor agrees to assign experienced personnel to provide for successful and timely accomplishment of the Scope of Work. The City reserves the right at any time and for any reason during the Contract to reject any Contractor staff from performing services on behalf of the City.

5.7. Time Is Of The Essence

The parties agree that time is of the essence in the performance of the Scope of Work.

5.8. Background Screening

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

5.8.1. Background Screening Risk Level

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

5.8.2. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

5.8.3. Materiality of Background Screening Requirements; Indemnity

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

5.8.4. Continuing Duty; Audit

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

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.

5.9. 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.

5.10. Fiscal Year Clause

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

5.11. 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.

5.12. Professional Competency

- A. **QUALIFICATIONS:** Contractor represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Contractor further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

- B. **LEVEL OF CARE AND SKILL:** Services provided by Contractor will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Contractor's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Contractor's work will in no way relieve Contractor of liability to the City for damages suffered or incurred arising from the failure of Contractor to adhere to the aforesaid standard of professional competence.

5.14. Specific Performance

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

5.15. 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.

5.16. 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.

5.17. Dust Control

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

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

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

5.18. Energy Star

All products provided in response to this solicitation shall be certified by the U.S. Department of Energy or the U.S. EPA as Energy Star or are certified under the Federal Energy Management Program and in all categories identified at energystar.gov.

5.19. Equipment / Safety

The Contractor shall be responsible for providing and for the placement of barricades, 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 shall not be impeded at any time during this project. The safety of the Contractor's employees and the public is of prime concern to the City and the Contractor must take all necessary steps to assure proper safety during the performance of the Contractor.

5.20. OSHA Laws and Regulations

Emergency Spill Response Plan: Contractor shall determine whether products selected could require an emergency spill response plan for any hazardous material used. If such determination is made, a plan for

directing employees in proper response procedures must be submitted. At a minimum, the response plan must address the following:

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

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

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

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

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

Proof of compliance with OSHA regulation 1910.1200, Hazard Communication, shall be provided to the City's Department, upon commencement of this Contract, and reviewed by the Department Safety Analyst for verification. Failure of the Contractor or their employees to comply with all applicable laws and rules shall

permit the City to immediately terminate resultant Contract without liability.

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

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

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

Hazardous Materials Management Program Documentation: The Contractor shall make all required documentation available immediately upon request of the City's environmental representative. The Contractor shall also provide the City's environmental representative with copies of all permits obtained from environmental regulatory agencies.

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

6. Standard Terms and Conditions

6.1. *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 Proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the Proposal 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 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

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

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

"Days" Means calendar days unless otherwise specified.

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

"Proposal" 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.

"Proposer" Any Vendor, Seller or Supplier submitting a competitive Proposal 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 Proposals, 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, Proposals, 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.

6.2. *Contract Interpretation*

- A. **Applicable Law:** This Contract will be governed by the law of the State of Arizona, and suits pertaining to this Contract will be brought only in Federal or State courts in Maricopa County, State of Arizona.
- B. **Contract Order of Precedence:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following will prevail in the order set forth below:
 - 1. Federal terms and conditions, if any
 - 2. Special terms and conditions
 - 3. Standard terms and conditions
 - 4. Amendments
 - 5. Statement or scope of work
 - 6. Specifications
 - 7. Attachments
 - 8. Exhibits
 - 9. Instructions to Contractors
 - 10. Other documents referenced or included in the Solicitation
- C. **Organization – Employment Disclaimer:** The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in the agreement. The parties agree that no persons supplied by the Contractor in the performance of Contractor’s obligations under the agreement are considered to be City’s employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen’s compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.
- D. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid will not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- E. **Non-Waiver of Liability:** The City 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.

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

national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Contractor further agrees that this clause will be incorporated in all subcontracts related to this Agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Contractor further agrees that this clause will be incorporated in all subcontracts, Contractor agreements or subleases of this agreement entered into by supplier/lessee.

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

D. **Legal Worker Requirements:** The City 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 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 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 Proposal the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.

H. Continuation During Disputes: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

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

- J. **Electronic Signatures:** Electronic signatures are valid under Arizona law. Either or all parties may execute this Agreement by scanned or electronic signature, and any such scanned or electronic signature shall be deemed an original, valid, and binding signature if issued with proper signature authority.

6.4. *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.

6.5. *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.

6.6. *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.

6.7. *Costs and Payments*

- A. The City of Phoenix cannot agree to waive any lawful or legitimate right to recover monies lawfully due them. Therefore, the Proposer agrees that it will not insist upon or demand any statement whereby City of Phoenix agrees to limit in advance or waive any right the City might

have to recover actual lawful damages in any court of law. 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.

- B. **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.
- C. **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.
- D. **No Advance Payments.** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- E. **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, which fiscal year ends on June 30 of each year, shall be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
- F. **IRS W9 Form.** In order to receive payment, the Consultant shall have a current IRS W-9 form on file with the City. The form can be downloaded at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

6.8. *Contract Changes*

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

with any third party for any component of the Services without the prior written consent of the City. Any attempt to assign or subcontract without the City's prior written consent shall be void. An essential consideration provided to the City by Consultant to induce the City to enter into the Agreement is Consultant's representation that the individual(s) performing services shall include Consultant's principals as selected through the Qualified Vendor solicitation process. Therefore, should such named individual(s) sever their relationship with Consultant, or otherwise be unavailable to carry out Consultant's duties under this Agreement for a period of time deemed to be excessive by the City in its sole and absolute discretion, then the City may, without notice, immediately terminate this Agreement for cause.

- C. **Non-Exclusive Contract:** Any contract resulting from this solicitation will be awarded with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source when necessary.

6.9. *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 incidents 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.

6.10. 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 Proposal 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.

6.11. *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 Solicited 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 pursuant to Ariz. Rev. Stat. § 38-511.

F. 2.7.12. Integration

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

6.12. *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 Solicitated 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.

6.13. 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.

6.14. 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. 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 Proposal 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 Proposal. You may also find information at <https://www.phoenix.gov/finance/plt> or <https://www.azdor.gov/Business>. Once your Proposal is submitted, the Proposal 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 Proposal price.

6.15. 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.

6.16. 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.

6.17. 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.

6.18. 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.

6.19. 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.

6.20. 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.

6.21. 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.

6.22. Claims or Demands Against the City

- A. Contractor acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City, 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 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).

6.23. 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.

6.24. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract 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:

- A. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
- B. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
- C. Access to shaded areas and/or air conditioning.
- D. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
- E. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
- F. 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.

The contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the 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 contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

6.25. *Defense and Indemnification*

Contractor must indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") for caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or errors or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under workers' compensation law or on account of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Contractor must indemnify Indemnatee from and against any and all Claims except for those Claims arising solely from the Indemnatee's own negligent or willful acts or omissions. Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against the Indemnatee for losses arising from or related to the Contract. The obligations of Contractor under this provision survive the termination or expiration of this Contract.

6.26. Insurance Requirements

6.26.1. *Contractor's Insurance*

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

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

6.26.2. *Scope and Limits of Insurance*

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

6.26.3. *Commercial General Liability – Occurrence Form*

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$2,000,000

Each Occurrence \$2,000,000

- The policy must name the City as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations, and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor, related to this Contract.
- Coverage must include XCU coverage.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City as an additional insured.
- City is an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.
- Contractor’s policies must be endorsed to provide an extension of the completed operations coverage for a period of nine (9) years.

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

6.26.5. *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.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

6.26.6. *Builders' Risk Insurance*

Policy must be in an amount equal to the initial Contract Amount plus additional coverage equal to Contract Amount for all subsequent change orders.

- The City, the Contractor and subcontractors, must be named insureds on the policy.
- Special Causes of Loss coverage must be written on a replacement cost basis and must include coverage for soft costs, flood and earth movement.
- Policy must be maintained until whichever of the following must first occur: (1) final payment has been made; or, (2) until no person or entity, other than the City, has an insurable interest in the property required to be covered.
- Policy must be endorsed such that the insurance must not be canceled or lapse because of any partial use or occupancy by the City.
- Policy must provide coverage from the time any covered property becomes the responsibility of the Contractor, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.
- Policy must contain a waiver of subrogation against the City.
- Contractor is responsible for the payment of all policy deductibles.

6.26.7. *Notice of Cancellation*

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

6.26.8. *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 Contractor from potential insurer insolvency.

6.26.9. *Subcontractors*

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

6.26.10. *Approval*

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

7. SUBMITTALS

7.1. Submittals

Qualified organizations (each a “Proposer”) may submit their proposal under this RFP as a sole Proposer or as a team of Proposers providing the services set forth in the Scope of Work for this property. The City intends to select the Proposer(s) that best meets the City’s needs and requirements to perform the services described in this RFP, based upon qualifications, proven ability, experience performing similar work, and other criteria.

7.2. Affidavit

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

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

- A. The City is relying on Proposer’s submitted information and the representation that Proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.
- B. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by Proposer.
- C. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
- D. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any Proposer errors or omissions.
- E. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
- F. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
- G. This proposal is valid for a minimum of 180 days after the RFP proposal deadline.
- H. All costs incurred by Proposer in connection with this proposal shall be borne solely by Proposer. Under no circumstances shall the City be responsible for any costs associated with Proposer’s proposal or the RFP process.
- I. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
- J. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

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

7.3. Copies

Please submit electronic copy via email of the Completed Submittal Section requirements and all other required documentation. Please do not lock the electronic copy with password protection so that the CITY may digitally incorporate the successful Proposal into the awarded contract.

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

7.4. Required Proposal Content and Format

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

Proposals are limited to a maximum of 60 pages. Each page must be numbered. Double-sided pages will be counted as two pages.

All pages exceeding the page limit will not be considered in the evaluation.

Each proposal should include the following:

Tab 1 – General Information

1. Executed OFFER Form (**Attachment B**)

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

2. Signed CONFLICT OF INTEREST AND TRANSPARENCY Form (Attachment C)

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

3. Completed and signed Proposer CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION Form (Attachment D)

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

4. Completed and signed Proposer CONTRACTOR LICENSING REQUIREMENTS Form (Attachment E)

Any proposal received without a completed **Attachment E** will be disqualified.

5. Completed and signed Proposer YEARS IN BUSINESS AND REFERENCES Form (Attachment F)

Any proposal received without a completed **Attachment F** will be disqualified.

6. Completed and signed Proposer EMERGENCY 24-HOUR SERVICE CONTACT Form (Attachment G)

Any proposal received without a completed **Attachment G** will be disqualified.

7. Executive Summary

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

Tab 2 – Proposed Development

This Tab includes documentation related to the evaluation criteria for the proposed development, financing capacity and proposed project timeline.

1. Completed and signed Development Details Form (**Attachment A**)
2. A narrative description of the proposed development that includes an explanation of how the proposed development addresses each element in Section 3.1 through 3.5 and details for the operation and management of the proposed project after completion of construction.
3. Documentation of the proposed development's feasibility, including:

- a. Research/market demand data that supports both phases of the proposed development.
 - b. Identification and experience of proposed property management firm for the project(s).
 - c. Commitment letter or service contract with non-profit to provide services to residents.
 - d. Letters of interest from potential lenders and investors.
4. A project budget clearly detailing and defining the proposed development's costs, including construction costs, soft costs, contingencies, and assumptions.
5. An operating pro forma for the proposed development, including all revenues, expenses, debt service, taxes, reserves, and other assessments for 20 years.
6. A construction mitigation plan that identifies potential impacts to neighbors, commercial and residential, and outlines a viable mitigation strategy.

Tab 3 – Proposer's Qualifications, Experience, and Financing Capacity

This Tab includes documentation related to the evaluation criteria for Proposer qualifications and experience.

1. Sufficient documentation to demonstrate the Proposer meets the minimum qualifications listed in Section 3.1.
2. Clearly identified key individuals and companies comprising the proposed development team and each proposed development team member's roles and responsibilities for the proposed development. The identification of all related parties must be included. If related parties are proposed, cost reasonableness evaluations are required, and the additional cost must be factored into the final agreed upon development budget with the selected Proposer.
3. Description of the proposed development team's experience successfully financing, developing, completing, and managing other projects of similar scale and complexity, including the roles and responsibilities of each proposed development team member for those projects. Experience in meeting proposed deadlines and budgets must be addressed. Proposers should include contact information for at least one reference for each project listed.

4. Information demonstrating knowledge and ability to comply with HUD and other federal, state and local regulations applicable to development of project utilizing Project-Based Vouchers including but not limited to: Davis Bacon wage requirements and Section 3.
5. Clear and compelling information to demonstrate Proposer's financial capacity to successfully manage and complete the proposed development, including:
 - a. A clear strategy to fund all proposed development costs, including specific details on all sources, as well as the types and amounts, of equity, financing, grants, and other funding sources for the proposed development.
 - b. Strategy to provide financial and all project related guarantees and documentation providing evidence of Proposer(s) ability to provide all guarantees.
 - c. Documentation of financing obtained for prior development projects.
 - d. If tax credits are part of the proposed financing plan, evidence of Proposer's successful tax credit proposals.

Tab 4 – Proposed City Commitment and Benefit to the City

1. Demonstration of commitment in the proposal to City's terms as outlined in this RFP.
2. A description of any requested City assistance, including specific details such as the type of assistance, length of agreement term, commencement, and completion dates, etc. Any requests for City assistance must:
 - a. Be limited to assistance the City can reasonably accommodate,
 - b. Be clearly and quantitatively demonstrated to be less than the public benefit generated by the proposed development, and
 - c. Fill a clearly described financial gap.
3. A description of the City's share of developer and other fees and payments as well as amount and form of contribution.
4. Proposed lease rate and term of the Ground Lease, and lease rate adjustments for the duration of the proposed lease term.
5. Proposed terms for the reversion of the project(s) to the City no later than the end of the 15-year LIHTC compliance period.

Tab 5 - Proposed Project Timeline

1. A comprehensive timeline with major milestones and stages of the proposed development for Phase I and Phase II including but not limited to: LIHTC application, investor and lender procurement, financial closing, construction, and occupancy and/or lease-up. This timeline should detail any phasing for the proposed development and reasonable assumptions.

The Moreland development received environmental clearance in the form of an Authority to Use Grant Funds for up to \$130 million in total development costs. The development received zoning variances to reduce setbacks and streetscape zones. A list of the variances is provided in Exhibit E.

Tab 6 – Financial

This Tab includes documentation related to the evaluation criteria for proposer qualifications and experience.

- a. Provide the previous two years audited financial statements for the Proposer and any partners.

ATTACHMENT A – DEVELOPMENT INFORMATION – Moreland I and II

Name of Proposer(s): _____

Each Proposer or Proposer team must complete and submit this form with its proposal.

DEVELOPMENT DETAILS – MORELAND I

- Estimated Development Cost: _____
- Lender: _____
- Investor: _____
- Service Provider: _____
- Management Agent: _____
- Developer Fee Split: _____
- Cash Flow Split: _____
- Purchase Cost and Requirements at the end of LIHTC Compliance Period: _____

- Estimated Closing Date and Construction Completion Date for Phase I: _____

- Estimated Closing Date and Construction Completion Date for Phase II: _____
- Estimated Number of Construction Jobs: _____
- Estimated Number of Permanent Jobs: _____

DEVELOPMENT DETAILS – MORELAND II

- Estimated Development Cost: _____
- Lender: _____
- Investor: _____

- Service Provider: _____
- Management Agent: _____
- Developer Fee Split: _____
- Cash Flow Split: _____
- Purchase Cost and Requirements at the end of LIHTC Compliance Period: _____

- Estimated Closing Date and Construction Completion Date for Phase I: _____

- Estimated Closing Date and Construction Completion Date for Phase II: _____

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

Offeror understands and agrees to provide first right to return for all 56 former Deck Park Vista residents that were relocated, once the Site has been redeveloped. Offeror also understands and agrees to provide first right to occupy the Choice Neighborhoods PBV units to former public housing residents that were relocated as part of the Edison-Eastlake Choice Neighborhoods redevelopment.

Authorized Signature

Date

(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)



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

Arizona Sales Tax No. _____
 Use Tax License No. for Out-of-State _____
 Arizona Corporation Commission File No. _____

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

Authorized Signature	Date
----------------------	------

Print Name and Title (President, Manager, Member)	Offeror Legal Name and Company Type (LLC, Inc., Sole Proprietor)
--	---

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

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

CITY OF PHOENIX

A Municipal Corporation
Jeffrey Barton, City Manager

Director or delegate:

Title:

Department:

Attest:

_____ this ____ day of _____ 2025

City Clerk

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

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

**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

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 _____

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: _____

EMERGENCY 24-HOUR SERVICE CONTACT

(please complete and return with the submittal)

Contact Name: _____

Telephone Number: _____

Alternate Contact: _____

Telephone Number: _____

EXHIBIT A – MORELAND SITE MAP

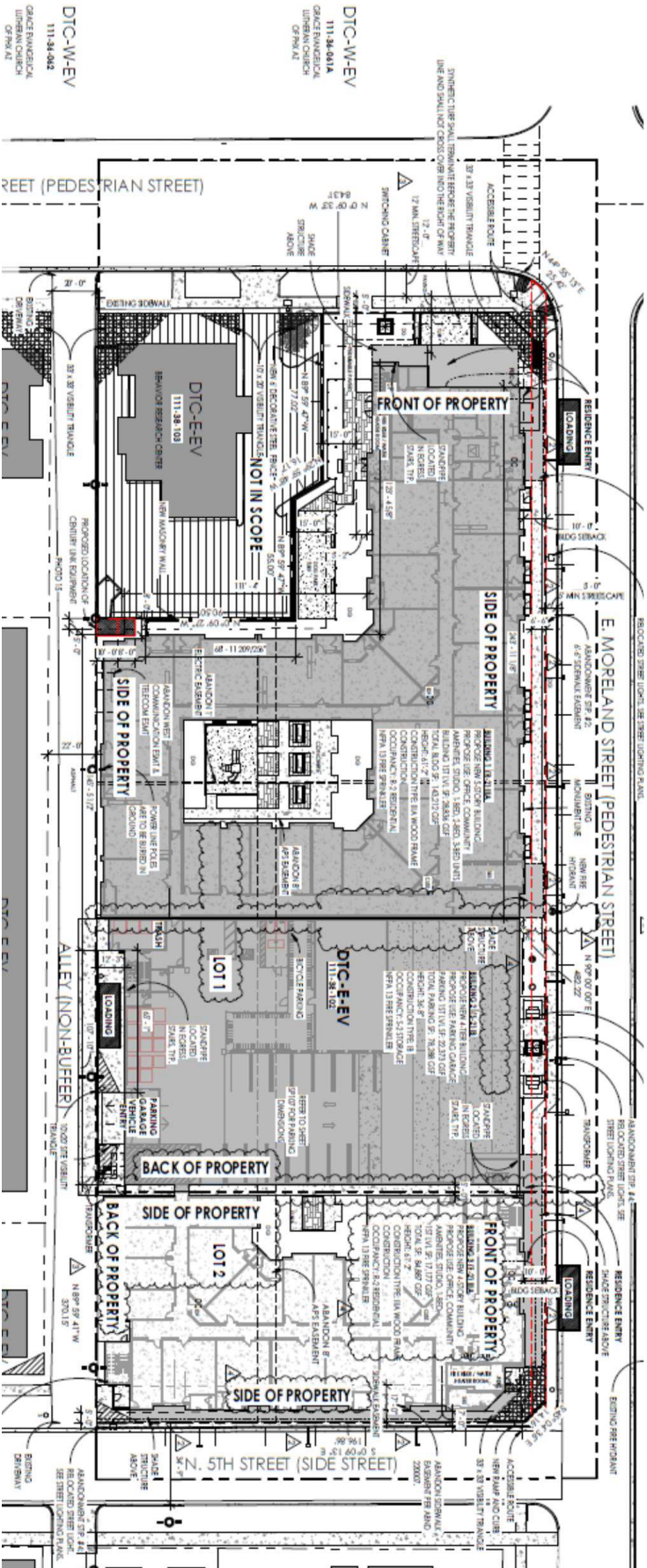


EXHIBIT B – MORELAND EXISTING SITE PHOTOS

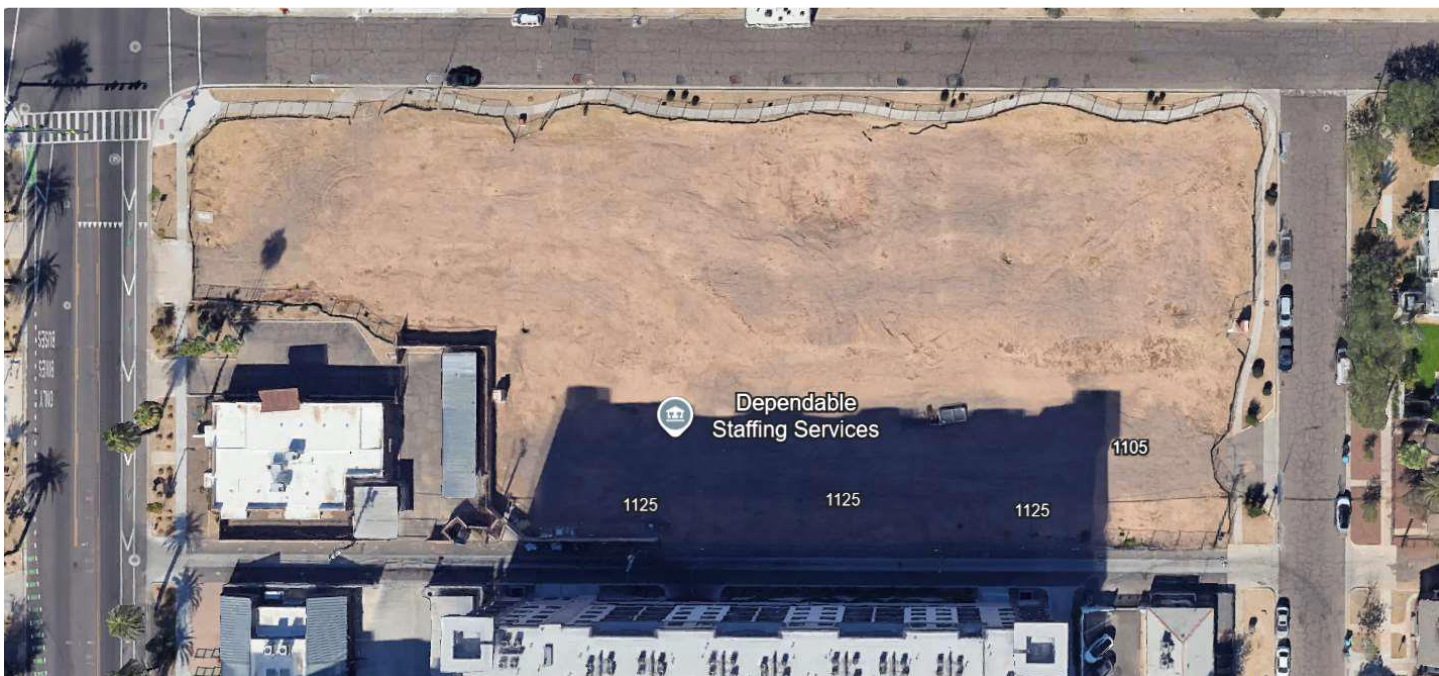


EXHIBIT C DESIGN PLANS AND SPECIFICATIONS PLACEHOLDER

Design Plans and Specifications will be added soon through an Addendum



EXHIBIT D – OPENING BID DETAIL

The general contractor bids for the Moreland I were due on September 19, 2023 and the winning low bid was \$45,869,633.00. This amount does not include any cost adjustments based on market fluctuations since that time.

OFFICE OF THE CITY ENGINEER DESIGN AND CONSTRUCTION PROCUREMENT BID TABULATION

Project No.: AH20620004

Description: THE MORELAND, LLC DBB REBID

Bid Date: SEPTEMBER 19, 2023

Item No.	Description	Unit	Quantity	Architect's Unit Price	Extended Total	EOS BUILDERS, LLC	Extended Total
1	MORELAND CONSTRUCTION	1	1.00	\$45,204,888.00	\$45,204,888.00	\$45,069,633.00	\$45,069,633.00
2	DRY UTILITY ALLOWANCE	1	1.00	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00
3	SIGNAGE ALLOWANCE	1	1.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
4	LOW VOLTAGE ALLOWANCE	1	1.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
GRAND TOTALS				\$46,004,888.00		\$45,869,633.00	



EXHIBIT E – VARIANCES

Moreland Variance Information

APPLICATION NO: ZA-594-21

DATE: 12/30/2021 REQUEST:

1. VARIANCE TO REDUCE THE SIDE YARD (SOUTH) SETBACK FOR PHASE 1 TO 0 FEET. MINIMUM 5 FEET REQUIRED.
2. VARIANCE TO REDUCE THE REAR YARD (WEST) SETBACK FOR PHASE II TO 0 FEET. MINIMUM 15 FEET REQUIRED.
3. VARIANCE TO REDUCE THE REAR YARD (EAST) SETBACK FOR PHASE I TO 0 FEET. MINIMUM 15 FEET REQUIRED.
4. VARIANCE TO REDUCE THE SIDE YARD (SOUTH) SETBACK FOR PHASE II TO 0 FEET. MINIMUM 5 FEET REQUIRED.
5. VARIANCE TO REDUCE THE STREETSCAPE ZONE WIDTH ADJACENT TO MORELAND AVENUE TO 5 FEET. MINIMUM 15 FEET REQUIRED.
6. VARIANCE TO REDUCE THE STREETSCAPE ZONE WIDTH ADJACENT TO 5TH STREET TO 0 FEET. MINIMUM 15 FEET REQUIRED.

ORDINANCE SECTIONS: 1214.B.4.a.(1) 1214.B.4.a.(2)

1214.B.4.a.(2) 1214.B.4.a.(1) 1214.(F) 1214.(F)

STIPULATIONS:

2 YEARS TO APPLY AND PAY FOR BUILDING PERMITS

"General Decision Number: AZ20250039 02/28/2025

Superseded General Decision Number: AZ20240039

State: Arizona

Construction Type: Building

County: Maricopa County in Arizona.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>◆ Executive Order 14026 generally applies to the contract.</p> <p>◆ The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>◆ Executive Order 13658 generally applies to the contract.</p> <p>◆ The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for

performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	02/28/2025

BRAZ0003-001 07/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 32.29	9.97

CARP1912-001 07/01/2024

	Rates	Fringes
CARPENTER.....	\$ 34.94	14.93

ELEC0640-002 07/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 36.56	15.16

ENGI0428-016 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 31.69	13.52
Crane.....	\$ 36.04	13.52

IRON0075-012 08/01/2024

	Rates	Fringes
IRONWORKER.....	\$ 33.00	18.91

* PLUM0469-010 07/01/2024

	Rates	Fringes
PIPEFITTER.....	\$ 48.40	19.50
PLUMBER.....	\$ 48.40	19.50

SHEE0359-001 07/01/2024

	Rates	Fringes
SHEET METAL WORKER.....	\$ 46.81	19.52

* SUAZ2019-002 06/12/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 22.41	0.00
DRYWALL HANGER.....	\$ 20.02	0.00
LABORER: Common or General.....	\$ 17.95	3.97
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.11	3.64
LABORER: Pipelayer.....	\$ 16.77 **	1.05
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 24.61	3.42
OPERATOR: Loader.....	\$ 17.53 **	5.08
OPERATOR: Roller.....	\$ 23.62	6.44
PAINTER.....	\$ 19.85	3.54
TILE SETTER.....	\$ 21.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:
UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"