



**CITY OF PHOENIX
Housing Department**

**REQUEST FOR PROPOSAL
RFP FY20-086-1 (DRW)**

**PROPERTY MANAGEMENT SERVICES FOR AFFORDABLE HOUSING PORTFOLIO -
REQUIREMENTS CONTRACT**

**PROCUREMENT OFFICER
David Wisniewski
602-261-8619
david.wisniewski@phoenix.gov**



TABLE OF CONTENTS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

Solicitation Instructions

Section I

Solicitation Response Checklist
Introduction
City's Vendor Self-Registration and Notification
Schedule of Events
Obtaining a Copy of the Solicitation and Addenda
Preparation of Offer
Addenda
Licenses
Certification
Submission of Proposal
Withdrawal of Offer
Offer Results
Award of Contract
City's Right to Disqualify for Conflict of Interest
Offeror Compliance with Health, Environmental and Safety Requirements
Proposal Format
Solicitation Transparency Policy
Protest and Appeals Process
Determining Responsiveness and Responsibility

Standard Terms and Conditions

Section II

Definition of Key Words Used in the Solicitation
Contract Interpretation
Contract Administration and Operation
Costs and Payments
Contract Changes
Risk of Loss and Liability
Warranties
City's Contractual Rights
Contract Termination
State and Local Transaction Privilege Taxes
Tax Indemnification
Tax Responsibility Qualification

Proposal and Evaluation Requirements

Section III

Special Terms and Conditions

Section IV

Scope

Section V

Submittals

Section VI

Attachments

Section VII



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

Please read before continuing to the offer document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

SOLICITATION RESPONSE CHECK LIST

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

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.
- Addressed the mailing envelope to the Procurement Officer on the solicitation front page, at the address listed.
- The mailing envelope clearly shows your company name and address, the solicitation number, solicitation title and the offer opening date.

Mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

1. INTRODUCTION

The City of Phoenix invites sealed proposals for **Property Management Services** for Affordable Housing Portfolio for a **three (3)** year period, with an option to renew for up to an additional two (2) years, in two (2), one (1)-year increments commencing on or about commencing on or about **October 31, 2019**, in accordance with the specifications and provisions contained herein.

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

2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION

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

3. SCHEDULE OF EVENTS

Proposal Issue Date	Wednesday, July 17, 2019
Pre-Proposal Conference	Friday, July 26, 2019, 10:00 AM
Pre-Proposal Conference Location	251 West Washington, 4th floor
Written Inquiries Due Date	Tuesday, July 29, 2019 at 2:00 P.M., Local AZ Time
Proposal Due Date	Wednesday, August 8, 2019 at 3:00 P.M., Local AZ Time

Proposal Submittal Location: Calvin Goode Building
City of Phoenix Finance Department
Housing Department
251 W. Washington Street, 4th Floor
Phoenix, AZ 85003

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

4. OBTAINING A COPY OF THE SOLICITATION AND ADDENDA

Interested offerors may download the complete solicitation and addenda from <https://www.phoenix.gov/solicitations>. Internet access is available at all public libraries

5. PREPARATION OF OFFER

5.1 All forms provided in Section VI, Submittal, must be completed and submitted with your proposal. It is permissible to copy Section VI forms if necessary. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized person signing the proposal. No proposal shall be altered, amended or withdrawn after the specified proposal due time and date. The City is not responsible for offeror's errors or omissions. All time periods stated as a number of days shall be calendar days.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

Any deviation from this solicitation shall be clearly stated and identified in a separate section titled Request for Consideration of Alternate Terms and must be included with your submittal. Submission of additional terms, conditions or agreements with your proposal may result in rejection of your proposal.

- 5.2 It is the responsibility of all offeror's 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. Offerors are strongly encouraged to:
- A. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - B. Study and carefully correlate Offeror's knowledge and observations with the RFP document and other related data.
 - C. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which an Offeror has discovered in or between the RFP document and such other related documents.
- 5.3 The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.
- 5.4 Offeror's 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 offering less than the minimums specified are not responsive and should not be submitted.
- 5.8 Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. **For the purposes of determining the lowest cost, the city will not take tax into consideration.** Taxes must be listed as a separate item on all invoices.

6. ADDENDA

The City of Phoenix shall not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the bidding instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings and specifications will be in the form of an addendum, which will be available at <https://www.phoenix.gov/solicitations> or by calling (602) 262-7181. The offeror shall acknowledge receipt of any/all addendum by signing and returning the document with the proposal submittal.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

7. LICENSES

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

8. CERTIFICATION

By signature in the offer section of the Offer and Acceptance page, offeror certifies:

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

9. SUBMISSION OF PROPOSAL

Proposals must be in the actual possession of the Procurement Division on or prior to the exact time and date indicated in the Schedule of Events. Late proposals shall not be considered. The prevailing clock shall be the City Finance Department, Procurement Division's clock.

Proposals must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

Offeror's Name
Offeror's Address (as shown on the Certification Page)
RFP Number
RFP Title

All proposals must be completed in ink or typewritten. Include the number of copies indicated in the Submittal section.

10. WITHDRAWAL OF OFFER

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw the proposal by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals shall not be considered.

11. OFFER RESULTS

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



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

A preliminary tabulation will be posted on the Procurement Division's website, <https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations> within five (5) calendar days of the proposal opening. The information on the preliminary tabulation will be posted 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 an award recommendation will be posted on the website. No further notification will be provided to unsuccessful offerors.

12. AWARD OF CONTRACT

Award(s) will be made to the overall highest scoring offeror(s). If two or more finalists are tied, the finalist with the lowest cost will be awarded the contract.

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.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Deputy Finance Director. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms, conditions and specifications of the procurement contract are contained in the solicitation, unless any of the terms, conditions, or specifications are modified by an addendum or contract amendment.

13. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any offeror on the basis of any 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 offeror submitting a proposal herein waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council of the City of Phoenix or any court.

14. OFFEROR'S COMPLIANCE WITH HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS

The Offeror's products, services and facilities shall 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 the City representatives, the offeror shall provide the City:

- Environmental, safety and health regulatory compliance documents (written safety programs, training and records, permits, etc.) applicable to services requested.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

- A list of all Federal, State and local citations or notice of violations (including but not limited to EPA, OSHA, Maricopa County) issued against the Offeror or their subcontractors including dates, disposition and resolutions.

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

15. PROPOSAL FORMAT

The written proposal shall be signed by an individual authorized to bind the Offeror. The proposal shall provide the name, title, address and telephone number of individuals with authority to contractually bind the company and who may be contacted during the period of the contract. All fees quoted shall be firm and fixed for the full contract period. Each response shall be:

- Typewritten for ease of evaluation.
- Submitted in an 8½ x 11-inch loose leaf three-ring binder preferably using double-sided copying and at least 30% post-consumer content paper.
- Set forth in the same sequence as this RFP (i.e., Offerors should respond to this RFP in sequence and each response should reference the applicable section of this RFP).
- Signed by an authorized representative of the Offeror.
- Submitted with the name(s), title, address, and telephone number of the individual(s) authorized to negotiate a contract with the City.
- All portions of this RFP contain numbered sections.

The City requires that the responding Proposal be organized in the following major sections:

- Tab 1 Experience, and Qualifications**
- Tab 2 Method of Approach**
- Tab 3 Price Proposal**
- Tab 4 References**
- Tab 5 Completed Section VI, Submittal of Offer**
- Tab 6 Signed Addenda**

16. SOLICITATION TRANSPARENCY POLICY

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

As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

Offerors may not discuss the solicitation with any City employees or evaluation panel members.

Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

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

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

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

17. PROTEST PROCESS

- 17.1. Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by 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.
- 17.2. Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.



SECTION I - SOLICITATION INSTRUCTIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

- 17.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 17.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations on the City's website to award the contract(s) to an Offeror(s). Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 17.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation and include the following:
- 17.5.1. Identification of the solicitation number;
 - 17.5.2. The name, address and telephone number of the protester;
 - 17.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - 17.5.4. The form of relief requested; and
 - 17.5.5. The signature of the protester or its authorized representative.
- 17.6.** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43) and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

18. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

- 18.1.** Offers will be reviewed for documentation of any required minimum qualifications, and completeness and compliance with the solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.
- 18.2.** Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers will render an Offer nonresponsive.



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

- Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of Offer as non-responsive.
- Should:** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the offer without the information.
- May:** Indicates something that is not mandatory but permissible.

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

- "A.R.S."** Arizona Revised Statute
- "Buyer" or "Procurement Officer"** City of Phoenix staff person responsible for the solicitation. The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
- "City"** The City of Phoenix
- "Contractor"** The individual, partnership, or corporation who, as a result of the competitive process, is awarded a contract by the City of Phoenix.
- "Contract" or "Agreement"** The legal agreement executed between the City of Phoenix, AZ and the Contractor.
- "Days"** Means calendar days unless otherwise specified.
- "Deputy Finance Director"** The contracting authority for the City of Phoenix, AZ, authorized to sign contracts and amendments thereto on behalf of the City of Phoenix, AZ.
- "Employer"** Any individual or type of organization that transacts business in this state, that has a license issued by an agency in this state and employs one or more employees in this state. Employer includes this state, any political subdivision of this state and self-employed persons. In the case of an independent contractor, employer means the



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

independent contractor and does not mean the person or organization that uses contract labor. (A.R.S. 23-211).

“Offer” Means a response from a supplier, contractor or service provider to a solicitation request that, if awarded, binds the supplier, contractor or service provider to perform in accordance with the contract. Same as bid, proposal, quotation or tender.

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

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

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

“Vendor or Seller” A seller of goods or services.

2. CONTRACT INTERPRETATION:

2.1. 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.

2.2. 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:

- 2.2.1. Special terms and conditions
- 2.2.2. Standard terms and conditions
- 2.2.3. Amendments
- 2.2.4. Statement or scope of work
- 2.2.5. Specifications
- 2.2.6. Attachments
- 2.2.7. Exhibits
- 2.2.8. Instructions to Contractors
- 2.2.9. Other documents referenced or included in the Solicitation

2.3. ORGANIZATION – EMPLOYMENT DISCLAIMER: The Agreement resulting hereunder is not intended to constitute, create, give rise to or otherwise



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

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.

2.4. 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.

2.5. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

2.6. 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.

3. CONTRACT ADMINISTRATION AND OPERATION:

3.1. RECORDS: All books, accounts, reports, files and other records relating to the contract will be subject at all reasonable times to inspection and audit by the City for five years after completion of the contract. Such records will be produced at a City of Phoenix office as designated by the City. Confidentiality will be maintained, and City will not violate any proprietary or other confidentiality agreements vendor has in place.

3.2. 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



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

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.

3.3. 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.

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.

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



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

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.

3.4.3 Documentation: Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

3.4.4 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.

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

3.4.1. 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.

3.4.2. 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.

3.4.3. The City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 1.

3.5. 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.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

At the request of City representatives, the Contractor will provide the City:

- 3.5.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Contractor in this contract
- 3.5.2. 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.

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).

- 3.6. **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.

- 3.7. **LAWFUL PRESENCE REQUIREMENT:** Pursuant to A.R.S. §§ 1-501 and -502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that he or she is lawfully present in the United States. In order to establish lawful presence, this person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. In the event the prevailing responder is unable to satisfy this requirement, the City will offer the award to the next-highest scoring responder. The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies

- 3.8. **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.

- 3.9. **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.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

4. COSTS AND PAYMENTS:

- 4.1. GENERAL:** Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.
- 4.2. PAYMENT DEDUCTION OFFSET PROVISION:** Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.
- 4.3. LATE SUBMISSION OF CLAIM BY CONTRACTOR:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 4.4. DISCOUNTS:** Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.
- 4.5. NO ADVANCE PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received, unless addressed specifically in the Scope of work for subscription services.
- 4.6. FUND APPROPRIATION CONTINGENCY:** The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will 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.
- 4.7. MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions, as applicable and shown by quotes for like services and goods. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.
- 4.8. F.O.B. POINT:** All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

5. CONTRACT CHANGES:

5.1. CONTRACT AMENDMENTS: Contracts will be modified only by a written contract amendment signed persons duly authorized to enter into contracts on behalf of the Contractor. No verbal agreement or conversation with any officer, agent, or employee of the City either before or after execution of the contract, will affect or modify any of the terms or obligations contained or to be contained in the contract. Any such verbal agreements or conversation shall be considered as unofficial information and in no way binding upon the City or the Contractor. All agreements shall be in writing and contract changes shall be by written amendment signed by both parties.

5.2. ASSIGNMENT - DELEGATION: No right or interest in this contract nor monies due hereunder will be assigned in whole or in part without written permission of the City, and no delegation of any duty of Contractor will be made without prior written permission of the City, which may be withheld for good cause. Any assignment or delegation made in violation of this section will be void.

5.3. 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. RISK OF LOSS AND LIABILITY:

6.1. 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.

6.2. 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.

6.3. 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



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

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.

- 6.4. 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 project manager.
- 6.5. CONTRACT PERFORMANCE:** Contractor will furnish all necessary labor, tools, equipment, and supplies to perform the required services at the City facilities designated, unless otherwise specifically addressed in the scope, or elsewhere in this Agreement. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City will notify the Contractor.

The Contractor will have 30 days from that time to correct any specific instances of unsatisfactory performance, unless a different amount of time is specified in the agreement. In the event the unsatisfactory performance is not corrected within the time specified, the City will have the immediate right to complete the work to its satisfaction and will deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

- 6.6. 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.

7. CITY'S CONTRACTUAL RIGHTS:

- 7.1.** 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.
- 7.2. NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 7.3. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of the agreement is dependent on every other installment or lot



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

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.

- 7.4. 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.
 - 7.5. 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 bid and/or performance bond, or (3) a combination of the aforementioned remedies or other remedies as provided by law.
 - 7.6. 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.
 - 7.7. COST JUSTIFICATION:** In the event only one response is received, the City may require that the Contractor submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the Offer price is fair and reasonable.
 - 7.8. 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.
- 8. CONTRACT TERMINATION:**
- 8.1. GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City making any determinations with respect to the performing of such contract. In the event this contract is canceled by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.



SECTION II - STANDARD TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

8.2. CONDITIONS AND CAUSES FOR TERMINATION:

8.2.1 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.

8.2.2 The City reserves the right to cancel the whole or any part of this contract due to failure of Contractor to carry out any term, promise, or condition of the contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

- In the opinion of the City, Contractor provides personnel who do not meet the requirements of the contract;
- In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;
- In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality.
- Contractor fails to furnish the required service and/or product within the time stipulated in the contract;
- In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the contract.

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

9. STATE AND LOCAL TRANSACTION PRIVILEGE TAXES:

In accordance with applicable state and local law, transaction privilege taxes may be applicable to this transaction. The state and local transaction privilege (sales) tax burden is on the person who is conducting business in Arizona and the City of Phoenix. The legal liability to remit the tax is on the person conducting business in Arizona. Any failure



SECTION II - STANDARD TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

by the Contractor to collect applicable taxes from the City shall not relieve the Contractor from its obligation to remit taxes. It is the responsibility of the prospective Offeror to determine any applicable taxes. The City will look at the price or offer submitted and will not deduct, add or alter pricing based on speculation or application of any taxes, nor will the City provide advice or guidance. If you have questions regarding your tax liability, please seek advice from a tax professional prior to submitting your Offer. You may also find information at [Phoenix Tax Division](#) or [State of AZ Department of Revenue](#) Once your Offer is submitted, the Offer is valid for the time specified in this Solicitation, regardless of mistake or omission of tax liability. If the City finds over payment of a project due to tax consideration that was not due, the Contractor will be liable to the City for that amount, and by contracting with the City agrees to remit any overpayments back to the City for miscalculations on taxes included in an Offer price.

10. TAX INDEMNIFICATION:

Contractor shall, and require the same of all subcontractors, pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require the same of all subcontractors, 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.

11. TAX RESPONSIBILITY QUALIFICATION:

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



SECTION III – PROPOSAL AND EVALUATION REQUIREMENTS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

1. EVALUATION AND AWARD

A. PROPOSAL EVALUATION, NEGOTIATION AND SELECTION

The City will evaluate and negotiate Proposals, select the Proposer whose proposal represents the best value to the City, and award any Contract in accordance with the criteria and procedures described in this RFP, including this section. The RFP’s approach contemplates that proposals will first be evaluated to determine which ones are in the Competitive Range. The City may then discuss with Proposers and negotiate proposals that are in the Competitive Range, after which the City may request Best and Final Offers (BAFOs). But the City may select a proposal for award without discussions or negotiations and without requesting BAFOs.

B. EVALUATION COMMITTEE

The City will appoint an Evaluation Committee. The Evaluation Committee may consist of City Housing Department staff, staff from other City Departments, and other persons not working for the City. The Procurement Officer shall chair the Evaluation Committee and serve in a non-voting capacity. The Evaluation Committee will evaluate proposals, establish the Competitive Range, negotiate proposals, and select the Proposer, if any, to receive the Contract award. The City may appoint a Subject Matter Expert (SME) Team to provide technical assistance to the Evaluation Committee. The SME Team may consist of City staff, staff from other public agencies, and other persons. The SME Team shall evaluate the technical portion of each proposal for compliance with the RFP specifications. The SME Team will provide a summary of its technical review to the Evaluation Committee.

The Procurement Officer will review and score Price Proposals. The Proposer offering the lowest total cost will receive the maximum points allocated for price. All other Proposers will receive points based on the mathematical relationship between their proposed price and the lowest Proposer’s price.

C. PROPOSAL SELECTION PROCESS

In selecting a Proposer, the City will apply the evaluation criteria set forth below. The section “Qualification (Responsibility) Requirements” below specifies the requirements for determining responsible Proposers, all of which requirements must be met by a Proposer to be found qualified. The final determination of a Proposer’s qualifications will be based upon all information received during the evaluation process. Group A, B and C will be awarded separately.

D. QUALIFICATION (RESPONSIBILITY) REQUIREMENTS

The following requirements determine Proposer responsibility. All of these requirements must be met. They are not listed in order of importance. The City’s final review of a Proposer’s responsibility will be based on the information in the proposal, any information submitted at the City’s request, all information in a Best and Final Offer (if applicable), and information received from Proposer’s references. Any Proposer whose proposal does not meet these requirements, as determined by the Evaluation Committee, is not responsible, and the Proposer’s proposal will not be considered further in the evaluation process.



SECTION III – PROPOSAL AND EVALUATION REQUIREMENTS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

The requirements are as follow:

Each Proposer shall possess and demonstrate the capability to perform the Scope of Work and to complete the Contract in a satisfactory manner, as measured by the following:

Proposer’s ability to secure the required insurance coverages in limits that meet minimum RFP requirements, all as evidenced by a commitment letter from an underwriter confirming that Proposer is insurable for the required coverages in the required limits.

Each Proposer shall demonstrate evidence that its human and physical resources are sufficient to perform the Contract and to ensure the level of service required, including sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience and equipment to complete the Contract as required.

Each Proposer shall demonstrate evidence of satisfactory past performance of contracts of similar size, scope and complexity as evidenced by client references.

Each Proposer shall meet the Prerequisites listed in Section 2 of the Scope of Work.

E. PROPOSER EXCEPTIONS

The Procurement Officer will review and analyze all Proposer exceptions, conditions, reservations or understandings, if any, stated in each proposal. If the exceptions, conditions, reservations or understandings are acceptable, the Evaluation Committee will evaluate the proposal according to the evaluation criteria affected by the exceptions, conditions, reservations or understandings. The City may reject any and all exceptions. Proposer may not take exception to mandatory RFP requirements or to requirements that are conditions of responsiveness.

F. EVALUATION PROCEDURE

The detailed evaluation forms and procedures follow the same proposal format and organization specified in Section I, Solicitation Instructions, “Proposal Format.” Therefore, Proposers must closely read and strictly follow all instructions. By submitting a proposal, the Proposer accepts all of the Contract documents, except the conditions, exceptions, reservations or understandings that are explicitly, fully and separately stated and submitted in accordance with Section E “Proposer Exceptions.” Under the criteria set forth in Section C “Proposal Selection Process,” the Evaluation Committee will evaluate any conditions, exceptions, reservations or understandings that do not result in the rejection of the proposal.

Evaluations will be made in strict accordance with all of the evaluation criteria specified in Section C “Proposal Selection Process.” The Evaluation Committee will recommend the Proposal that constitutes the best value and is the most advantageous to the City.

G. EVALUATION OF COMPETITIVE PROPOSALS



SECTION III – PROPOSAL AND EVALUATION REQUIREMENTS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

1. Determining Responsiveness

Nonresponsive proposals will not be considered in the evaluation process. The RFP states criteria that determine responsiveness, and the RFP identifies terms and conditions that if included or excluded from proposals (as the case may be) will render a proposal nonresponsive. The Procurement Officer will review only exceptions, conditions, reservations or understandings that are explicitly, fully and separately stated in a proposal to determine if one or more are acceptable. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a Proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive.

2. Qualification of Responsible Proposers

The Procurement Officer, will review each Proposal to determine if the Proposer is responsible. This determination will be made based on the initial information in the Proposal, any information at the City's request, information in any Best and Final Offer, and information received from Proposer's references, including information about Proposer's past history. A review of responsibility may occur up to contract award.

3. Detailed Evaluation of Proposals and Determination of Competitive Range

The Evaluation Committee will perform and document its evaluation in accordance with the criteria and procedures set forth in RFP Section C "Proposal Selection Process." During deliberations, the Evaluation Committee will reach a consensus score for each evaluation criterion except price, which the Procurement Officer will score. The consensus scores will determine the Proposers' rankings and which Proposals are within the Competitive Range.

4. Proposals not within the Competitive Range

In accordance with City policies, the City may notify Proposers of any proposals that the City has determined are not in the Competitive Range.

5. Discussions with Proposers in the Competitive Range

The City will notify each Proposer whose proposal is in the Competitive Range and provide in writing any questions or requests for clarification, if any, that the City has 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 clarification to any aspect of its proposal.

If a proposal in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract requirement, the City (as provided in Section E "Proposer Exceptions") 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 will determine the Proposal is nonresponsive, and the City will revoke its determination that the proposal is in the Competitive Range.



SECTION III – PROPOSAL AND EVALUATION REQUIREMENTS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

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 RFP. 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. But, 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.

6. BEST AND FINAL OFFERS (BAFO)

Each Proposer in the Competitive Range may be afforded the opportunity to amend its proposal and make one BAFO. The request for BAFOs will include the following:

- a. Notice that discussions/negotiations are concluded.
- b. Notice that this is the opportunity to submit a written BAFO.
- c. A common date and time for submission of a BAFO by each Proposer in the Competitive Range, allowing a reasonable opportunity to prepare BAFOs.
- d. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for receipt of BAFOs.
- e. Notice to Proposers that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their 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 Section C "Proposal Selection Process" as weighted, the CITY will then perform final scoring and prepare final rankings.

The Evaluation Committee will recommend the proposal that is the best value and most advantageous to the CITY based on the evaluation criteria. The results of the evaluation and the selection of a Proposer for any award will be documented in the solicitation file.

The CITY reserves the right to make an award to a Proposer whose proposal it judges to be the best value and most advantageous to the CITY based on the evaluation criteria, without conducting written or oral discussions with any Proposer and without soliciting BAFOs.

7. INTERVIEWS

The City reserves the right to conduct interviews with some or all of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process may be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

H. DEBRIEFING



SECTION III – PROPOSAL AND EVALUATION REQUIREMENTS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

After Contract award, unsuccessful Proposers may be notified and may request a debriefing.

2. EVALUATION CRITERIA

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

A.	Method of Approach	0-300 Points
B.	Experience and Qualifications of Firm and Key Personnel	0-250 Points
C.	Price Proposal	0-350 Points
D.	References	0-100 Points

Total Points

1000 Points

3. INQUIRIES

All questions that arise relating to this solicitation shall be directed in writing to:
David Wisniewski
Email: david.wisniewski@phoenix.gov

To be considered, written inquiries shall be received at the above email address by **Tuesday, July 29th, 2019 at 2:00 PM local Arizona time**. Inquiries received will then be answered in an addendum and published on the Procurement Website.

No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after the closing date and time for the submission of proposals. All questions concerning or issues related to this solicitation shall be presented **in writing**.

4. PRICE

All prices offered shall be firm and fixed for the term of the contract.

5. AWARD

Award will be made on an "all or none" basis by group. Group A, B and C will be awarded separately. For any group, offer must be shown for each item(s) within their group. Submittal without individual item prices listed will be considered as non-responsive and rejected.

6. MULTIPLE AWARDS

The City reserves the right to award to more than one (1) contractor. The City's decision to utilize multiple contractors shall be final and conclusive.



SECTION IV – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

1. **PRICE**

Management Fee offered shall be firm and fixed for the term of the contract. Management Fee is a fixed percentage of the actual monthly Gross Income.

Staffing costs submitted shall be firm and fixed for the initial three (3) year contract period. Thereafter, price adjustments will be considered annually at the renewal period, provided the adjustments are submitted in writing with thirty (30) days advance notice. Requests shall be accompanied with written documentation justifying the price increase. The City will be the sole judge in determining the allowable increase amount. Price adjustment requests shall be sent to Housing Department, 251 West Washington Street, 4th Floor, Phoenix, AZ 85003. Price increases agreed to by any staff other than Deputy Finance Director or the Housing Director or their designee are invalid. The contractor acknowledges and agrees that it will repay all monies paid a requested price increase unless the price increase was specifically approved in writing by the Deputy Finance Director or Housing Director or their designee.

2. **AWARD**

Award will be made on an “all or none” basis by group.

3. **INDEMNIFICATION:**

Contractor must indemnify, defend, save and hold harmless City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) 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) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts 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 the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be 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 City of Phoenix, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for City of Phoenix.

Contractor (as “Indemnitor”) agrees to indemnify, defend, save and hold harmless City of Phoenix and its officers, officials, agents and employees (as “Indemnitee”) from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney’s fees and reasonable expenses of investigation and remedial work (including investigations and remediation by engineers, environmental



SECTION IV – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any Hazardous Substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as "Claims") to the extent that such Claims are caused by the Fault of the Indemnitor, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal, state or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) "Fault" means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to Hazardous Substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against City of Phoenix, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for City of Phoenix.

4. INSURANCE REQUIREMENTS:

Contractor and subcontractors must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. City of Phoenix in no way warrants that the minimum 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, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

A. **MINIMUM 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 minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form (Per property)

Policy must include bodily injury, property damage and broad form contractual liability coverage.

General Aggregate

\$5,000,000



SECTION IV – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

Products – Completed Operations Aggregate	\$5,000,000
Personal and Advertising Injury	\$5,000,000
Each Occurrence	\$5,000,000

- a. The policy must be endorsed to include errors and omissions coverage.
- b. The policy must be endorsed to include coverage for sexual abuse and molestation.
- c. Policy must be endorsed to include master key coverage.
- d. Policy must be endorsed to include coverage for "care-custody-control" of property of others.
- e. Policy must include coverage for the operation of mobile equipment (if required as part of the Scope of Services).
- f. Remove any endorsements excluding liability coverage for bodily injury caused by lead paint or lead contamination
- g. The policy must be endorsed to include the following additional insured language: "City of Phoenix" are named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

2. 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
-----------------------------	-------------

- a. The policy must be endorsed to include the following additional insured language: "City of Phoenix" is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".

3. 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

- a. Policy must contain a waiver of subrogation against City of Phoenix.
- b. This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. 23-901, **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

4. Professional Liability (Errors and Omissions Liability)

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this contract.

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



SECTION IV – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

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

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

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

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

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

6. Property Insurance

- a. Policy shall include 100% replacement cost coverage
- b. Mechanical breakdown/boiler and machinery
- c. Business interruption/loss of rents coverage
- d. Lenders loss payable endorsement naming the City of Phoenix and the City of Phoenix
- e. Property insurance must be written on an all risk, replacement cost coverage, real and personal property, improvements and betterments, gross earnings, extra expense, rental value, coverage for flood, earth movement and equipment breakdown, including Terrorism.
- f. The City of Phoenix and the City of Phoenix must be named as a loss payee.
- g. Policy must contain a waiver of subrogation against The City of Phoenix and the City of Phoenix
- h. Contractor will purchase coverage for the existing structures as follows:
Building Coverage: 100% insurable Replacement Cost Value
Contents Coverage.
 - i. Loss of Rents: 100% of Annual Rent Revenues
 - j. Perils: "Special Causes" of direct physical loss, including but not limited to extended coverage, vandalism, malicious mischief and other perils as would be provided in "Broad Form All Risk" property Insurance coverage including sub limits for debris removal, outdoor trees, shrubs, plants and lawns.
- k. Flood Insurance: Mandatory for property within 100 Year Flood Zone



SECTION IV – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

- l. Extensions: Vacant/Unoccupied up to 60 days.
- m. Deductible: Not to exceed \$10,000

7. Mechanical Breakdown /Boiler & Machinery

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

8. Fidelity Bond or Crime Insurance

Bond or Policy Limit \$1,000,000

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

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

- 1. On insurance policies where City of Phoenix is named as an additional insured, City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
- 2. The Contractor's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

C. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to City of Phoenix, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to **(City of Phoenix Department Representative's Name & Address & Fax Number)**.

D. 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. City of Phoenix in no way warrants that the above-



SECTION IV – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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

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

All certificates required by this Contract must be sent directly to **City of Phoenix and the City of Phoenix Procurement Officer**. City of Phoenix project/contract number and project description must be noted on the certificate of insurance. City of Phoenix reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

- F. **SUBCONTRACTORS:** Contractors' certificate(s) must include all subcontractors as additional insureds under its policies **or** Contractor must furnish to City of Phoenix separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the insurance requirements in this Contract must be made by the Law Department, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

5. KEY ACCESS PROCEDURES

If the contract worker's services require keyed access to enter a City of Phoenix facility(s), a separate key issue/return form must be completed and submitted by the contractor for each key issued. The key issue/return form is available and the completed form shall be submitted to the badging office at the address above.

STOLEN OR LOST OR KEYS

Contractor shall report lost or stolen keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen key.

RETURN OF OR KEYS

All keys are the property of City of Phoenix and must be returned to City of Phoenix within one (1) business day (excluding weekends and City of Phoenix holidays) of when the contract worker's access to a City of Phoenix facility is no longer required to furnish the services under this agreement. Contractor shall collect a contract worker's key(s) upon the termination of the contract worker's employment; when the contractor worker's



SECTION IV – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

services are no longer required at a particular City of Phoenix facility(s); or upon termination, cancellation or expiration of this agreement.

CONTRACTOR’S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH

Contractor’s default under this section shall include, but is not limited to, the following:

- (i) Contract worker gains access to City of Phoenix facility(s) without the proper background check;
- (i) Contract worker commences services under this agreement without the proper background screening;
- (iii) Contract worker or contractor submits false background check information or negligently submits the wrong background check information to City of Phoenix.
- (iv) Contractor fails to eliminate access to City of Phoenix upon termination of a contract worker’s employment, reassignment of contract worker to another facility or upon the expiration, cancellation or termination of this agreement.

Contractor acknowledges and agrees that the access requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, contractor agrees to properly cure any default under this section within three (3) business days (excluding weekends and City holidays) from the date notice of default is sent by City of Phoenix. The parties agree that contractor’s failure to properly cure any default under this section shall constitute a breach of this section. In addition to any other remedy available to City of Phoenix at law or in equity, the contractor shall be liable for and pay to City of Phoenix the sum of one thousand dollars (\$1,000.00) for each breach by contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to City of Phoenix at the time and making of this agreement in the event that contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving City of Phoenix’s actual damages in the event that contractor breaches this section. The parties further agree that three (3) breaches by contractor in this section arising out of any default within a consecutive period of three (3) months or three (3) breaches by contractor in this section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this agreement by contractor and City of Phoenix expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

6. CONTRACTOR AND SUBCONTRACTOR WORKERS BACKGROUND SCREENING

Contractor agrees that all Contractor and subcontractors’ workers (collectively “Contractor’s Worker(s)”) that Contractor furnishes to the City 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 addressed in the Scope of Work.



SECTION IV – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

The background screening provided by Contractor will comply with all applicable laws, rules and regulations. Contractor further agrees that the background screening required in this section is necessary to preserve and protect the public health, safety and welfare.

The background screening requirements set forth in this section 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, in addition to the specific measures set forth below, Contractor and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this agreement.

Unless otherwise addressed in the scope of work, the contracting department will review and approve maximum risk background check results provided by the Contractor. Information to verify the results will be returned to the Contractor after the City's review. The City will not keep records related to background checks. The City will only respond with an approve or deny.

BACKGROUND SCREENING LEVEL

Because of the varied types of services performed, the City has established two levels of risk and associated background screening: Standard and Maximum risk. The current risk level and background screening required is **MAXIMUM RISK**.

MAXIMUM RISK LEVEL

A maximum risk background screening will be performed every five years when the Contract Worker's work assignment will:

- A. work directly with vulnerable adults or children, (under age 18); or
- B. any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- C. unescorted access to:
 - City data centers, money rooms, high-voltage equipment rooms; or
 - unescorted access to private residences; or
 - access to critical infrastructure sites/facilities; or
 - direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure



SECTION IV – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

REQUIREMENTS

The background screening for maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contractor worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.

ADDITIONAL MAXIMUM RISK BACKGROUND CHECKS

- D. Credit Check (for cash handling, accounting, and compliance positions only)
- E. Driving records (for driving positions only)
- F. Fingerprint verification

CONTRACTOR CERTIFICATION; CITY APPROVAL OF MAXIMUM RISK BACKGROUND SCREENING

Contractor will be responsible for:

- A. determining whether Contract Worker(s) are disqualified from performing work for the City for maximum risk level background checks; and,
- B. submitting pass/fail results to the City for approval; and,
- C. for reviewing the results of the background check every five years, dependent on scope; and,
- D. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,
- E. Submitting the list of qualified Contract Workers to the contracting department; and,
- F. If, upon review of the background information, the City will advise the Contractor if it believes a Contract Worker should be disqualified. The Contractor will evaluate the Contract Worker and if the Contractor believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Contractor will discuss those circumstances with the contracting department. The contracting department decision on disqualification of a Contract Worker is final.
- G. By executing this agreement, Contractor certifies and warrants that Contractor has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current.



SECTION IV – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

- H. The City final documented decision will be an “approve” or “deny” for identified Contract Workers.
- I. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Contractor, or any contracted agency that assists with review, after the City’s completed review.
- J. By executing this agreement, Contractor further certifies and warrants that Contractor has satisfied all such background screening requirements for the maximum risk background screening, and verified legal worker status, as required.
- K. Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Contractor has received the City’s written acceptance of Contract Worker’s maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Contractor for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other city contracts or engagements without city’s prior written approval.

TERMS OF THIS SECTION APPLICABLE TO ALL OF CONTRACTOR’S CONTRACTS AND SUBCONTRACTS

Contractor will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

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.

CONTINUING DUTY; AUDIT

Contractor’s obligations and requirements that Contract Workers satisfy this background screening section will continue throughout the entire term of this agreement. Contractor will notify the City immediately of any change to a background screening of a Contract



SECTION IV – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

Worker previously approved by the City. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's compliance with this section.

CONTRACTOR'S DEFAULT; LIQUIDATED DAMAGES; RESERVATION OF REMEDIES FOR MATERIAL BREACH

City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- A. Contract Worker gains access to a City facility(s) without the proper badge or key;
- B. Contract Worker uses a badge or key of another to gain access to a City facility;
- C. Contract Worker commences services under this agreement without the proper badge, key or background screening;
- D. Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable background screening; or
- E. Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this agreement.
- F. Contractor acknowledges and agrees that the access control, badge and key requirements in this section are necessary to preserve and protect the public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this



SECTION IV – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

agreement, at law and in equity including, but not limited to, termination of this agreement.

7. EMPLOYEE IDENTIFICATION AND ACCESS

It is mandatory that Contractor’s employees always have badges and some form of verifiable company identification (badge, uniform, employee id or W-2) unless the Department implements a verification procedure, addressed in the scope of work.

Within twenty days of the notice of recommendation of award, Contractor will supply a list of the names and titles of all service employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary. Access to the building will be directed by the City's authorized representative. Contract Worker's will sign in at the security desk when arriving to service enter location and sign out when leaving. No access will be granted without the employee's name being on the approved list.

KEY ACCESS PROCEDURES

If the Contractor worker’s services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available and the completed form will be submitted to the badging office at the address above.

STOLEN OR LOST BADGES OR KEYS

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

RETURN OF BADGE OR KEY

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

BADGE AND KEY FEES

The following constitute the badge and key fees under this agreement. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

Replacement Badge Fee: \$55.00 per badge



SECTION IV – SPECIAL TERMS AND CONDITIONS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

Lost/Stolen Badge Fee:	\$55.00	per badge
Replacement Key Fee:	\$55.00	per key
Replacement Locks:	\$55.00	per lock

8. OPTION FOR ADDITIONAL SERVICES

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

9. PERFORMANCE INTERFERENCE

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

Department Contact: Jessica Baker, Management Assistant II (602-262-7044)

10. COMMUNICATION IN ENGLISH

It is mandatory that the Contractor’s lead person assigned to any City of Phoenix’s facility be able to speak, read and write in English in order to communicate at the site contact.

11. CONTRACT PERFORMANCE

Offeror shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at City of Phoenix facilities designated. City of Phoenix’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 City of Phoenix’s authorized representative, performance becomes unsatisfactory, City of Phoenix shall notify the Offeror.

The Offeror will have sixty (60) 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, City of Phoenix 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 Offeror. Repeated incidences of unsatisfactory performance may result in cancellation of the agreement for default.

12. LEGAL WORKER REQUIREMENTS

Contractor agrees that:

A. 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 § 23-214, subsection A.



SECTION IV – SPECIAL TERMS AND CONDITIONS

CITY OF PHOENIX
Housing Department
251 W. Washington Street
8th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

B. A breach of a warranty under paragraph A shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

C. City of Phoenix retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph A.

13. LIQUIDATED DAMAGES

City of Phoenix may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the Contractor shall be liable for such liquidated damages accruing until such time as City of Phoenix may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence. City of Phoenix will be the sole judge in determining the liquidated damages.

Contractor shall receive a minimum of one warning before the liquidated damages fee will be implemented. Lease renewals, qualification re-examinations and income certifications can increase rental income depending on a household's circumstances. Contractor is required to complete 95% of the lease renewals/re-examinations prior to the expiration of a resident's current contract. If less than 95% of the renewals are completed prior to the expiration of the current contracts, Washington Manor Housing Corporation may seek the amount of the lost income to the property.

14. POST AWARD CONFERENCE

After award, the Contractor may be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements.

15. REPORTS

Offeror shall submit reports in an electronic format acceptable to City of Phoenix during the term of this contract.

16. EMERGENCY TWENTY-FOUR HOUR SERVICE

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



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

1. INTRODUCTION

The City of Phoenix Housing Department (“Housing”), Asset Management Division requires 3rd party property management services in connection with the continued operations of 17 multifamily rental developments known as The Affordable Housing Portfolio (“Portfolio”) located in Phoenix, Arizona.

The City owned Portfolio consists of 17 multifamily residential housing properties with 1,270 rental units that provide affordable housing to low-to-moderate income residents. The Portfolio is grouped to provide for a reasonable level of potential income for each group of properties, with approximately equal groups in the number of units, age, and the condition of the properties.

The required services are listed as three (3) groups. Vendors may submit a proposal for Group A, Group B, and Group C or any combination of groups. The City reserves the right to award one contract or multiple contracts depending on the successful proposer(s). The groups are further outlined in Section IV Scope of Work.

2. PREREQUISITES

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

- A. Proposer must have a minimum of five (5) years multifamily housing management experience demonstrated in Tab 1: Experience, and Qualifications.
- B. Proposer must currently manage a minimum of six (6) multifamily properties in the Phoenix metropolitan area and not less than 400 units in the aggregate demonstrated in Tab 1: Experience, and Qualifications.
- C. Principals and lead staff (area / regional managers) of the Proposer must provide evidence that they are Certified Property Managers (CPMs) certified by the Institute of Real Estate Management or Certified Public Housing Manager certified by the Council of Affordable Housing. Proposer and staff members responsible for handling funds associated with this agreement, must submit evidence in Tab 1, that they hold and maintain in good standing of all required Arizona real estate licenses.
- D. Proposer must not be debarred from contracting with the U.S. Department of Housing and Urban Development (“HUD”).

3. OVERVIEW OF DUTIES

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

- A. Section 8 requirements (Camelback Properties only). See Attachment A for HAP contract.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

- B. Deed Restrictions / Land Use Restrictions (Paradise Village, Foothills Court, Saguaro West, Windrose Villas). See Attachment B, C, D and E.
- C. Income limits in accordance with Housing Department Affordable Housing Rents policy and any future Amendments.
- D. City of Phoenix approved rents.
- E. Rent tiering structure for each family property (senior properties are excluded).
 - a. 20 percent of the total units shall be set aside at 30% AMI and below range.
 - b. 30 percent of the total units shall be set aside at the 31% - 50% AMI range.
 - c. 30 percent of the total units shall be set aside at the 51% - 80% AMI range.
 - d. 20 percent of the total units shall be set aside at the 81% - 140% AMI range (Market).
 - e. The exception to these maximum and minimums are four properties with deed restrictions that limit the maximum to 80%. These properties are Sahuaro West, Paradise Village, Windrose Villas and Foothills Court. These properties will not have an 81%-140% range.
 - f. In addition, each property shall work to include various bedroom sizes in each rent tier at every property.

The rent tiering structure will be evaluated by the City of Phoenix periodically. Contractor will be notified of any required adjustments in writing.

- F. Contractor shall take full charge of financial management responsibilities in accordance with Generally Accepted Accounting Principles (GAAP), keep and maintain suitable records and receipts pertaining to supervision, management, care, and operation of the property which will be subject to audit(s) by Housing, HUD, the City of Phoenix and any other agency providing funds to the Property, and their authorized representatives and/or independent auditors that may be announced or unannounced.
- G. Maintaining the minimum staffing requirements provided in this RFP. Contractor shall ensure the level of service required by employing sufficient personnel in the requisite disciplines and all necessary licenses, skills, experience and equipment to complete the Contract as required.

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

- A. Sites staffed with a minimum of 1 FTE office employee shall staff leasing offices from 8:00AM to 5:00PM Monday through Friday (excluding approved holiday), unless approved by HOUSING. Any leasing office closures lasting more than two (2) hours



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

shall be approved by Housing in advance. Contractor shall obtain approval from Housing for any anticipated deviations from the approval staffing levels or payroll budget. Business activities not related to management of the properties may not be conducted at the on-site office.

- B. Respond to and resolve tenant complaints in a manner that complies with Fair Housing regulations and the Grievance Procedure approved by Housing.
- C. Promote and maintain good relations with residents and their representatives, neighborhood groups and local government officials and to encourage initiatives to promote the social development of the residents. The Contractor will be responsible for communicating to residents the community rules as stated in the approved lease, date and time of resident meetings and any other information pertinent to resident life and tenancy through public posting and/or notices delivered to residents.
- D. Produce and maintain an Emergency Management Plan. The emergency management plan must include procedures to evacuate the building when necessary and to accommodate residents on-site during incidents such as utility emergencies and public safety emergencies.
- E. Contractor shall provide contact information for an emergency contact person, and respond to any and all emergencies as they arise. This includes emergency repairs, alarms, and emergencies pertaining to the overall health and safety of the residents. Contractor will be responsible for monitoring security incidents at Washington Manor, coordinating with Housing, working with local law enforcement, overseeing any private security employed at the site, assessing ongoing site security needs, and performing other site security functions as specified in any existing security plans for the site.
- F. Contractor must have and maintain a Fire and Life Safety Inspections Policy that incorporates the aspects outlined below. Contractor must provide a current list of the fire and life safety inspections required at the property, the frequency by which inspections should be performed, and submit documentation that inspections have been performed within two weeks of the inspection. Contractor must notify Housing immediately if a fire/life safety system is found to be inoperable and shall require an evaluation in coordination with the Fire Marshall or designee take place to determine the conditions under which the property may be occupied. Contractor must notify Housing of all decisions to disable or override a Fire Protection System not associated with an Intentional Impairment. Contractor shall ensure that all fire code notice requirements are met and ensure that the Fire Marshal or designee specifically approve any disabling or override, as governed by the Phoenix Fire Code. Contractor must ensure that all Fire Protection System deficiencies are escalated to Housing. Contractor must immediately report all Fire Protection System deficiencies to Housing and shall maintain a list of all deficiencies, inspection dates and mitigated status. These documents shall be accessible for inspection and kept for three years.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

- G. Contractor shall provide Storm Damage Reports to Housing, by 8:00 a.m. on the day following inclement weather, that details damage sustained by the property.
- H. Providing routine, preventative, and emergency maintenance including regular inspection of dwelling units, servicing of assets, appliances and equipment. Contractor shall ensure proper permits are obtained for any repairs made to the property. Contractor must also maintain the property at all times in a condition acceptable to Housing, including, but not limited to performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, inventory of appliances and equipment and such other maintenance and repair work as may be necessary. Contractor shall maintain the curb appeal of the property to Housing's satisfaction free of any code enforcement notice of violations.
- I. Conducting annual unit inspections to meet HUD's Housing Quality Standards (HQS) and/or Uniform Physical Condition Standards (UPCS) as applicable and Housing requirements.
- J. Performing quick turnover of vacant units (make-ready on a quarterly average of seven (7) days).
- K. Managing insurance claims and cooperating fully with the Property's insurers in connection with accidents, claims and potential claims.
- L. Obtaining prior written approval for the following:
 - i. Disposal of any capital equipment
 - ii. Payments to Vendors or subcontractors affiliated or related to Contractor
 - iii. Alterations to the property or any dwelling unit
 - iv. Lease of any dwelling unit for a rental amount other than as specified in the rent schedule
 - v. Unit concessions or non-revenue credits
 - vi. Rent increases
 - vii. Staffing adjustments requiring additional personnel costs
 - viii. Assignment of interest in or delegation of the duties under the Contract
- M. Contractor shall provide notification to Housing of the following incidents within the stated time frames:

Required Time Frame	
Within 1 Hour of Discovery	Personally Identifiable Information is compromised.
	Contact by the media.
	Changes to a Maximum Risk Background Screening of a Contract Worker previously approved by Owner.
	Accidents, claims, and potential claims for damage relating to the property.
	Office closures



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
 251 W. Washington Street
 4th Floor
 Phoenix, AZ 85003
 Phone: (602) 261-8619

	Any Police, Federal Agency, or Fire Department activity and/or response to property or any fire/life safety related incidences including utility outages and fire alarm issues.
Within 48 Hours	Notices of government orders imposed by federal, state, county or municipal authority.
	Incidents involving personal injury or property damage relating to the operation of the property.
	Serious emergency repairs and unbudgeted expenditures that exceed \$2,500 in any one instance.
	Balances in the operational accounts for any property is insufficient at any time to pay authorized disbursements.
	Anticipated deviation from the receipts or disbursements stated in the approved budget.
	<p>Serious complaints regarding any of the Property such as: Tenant issues likely to be escalated;</p> <p>Criminal activity / Police involvement / Emergency services issues;</p> <p>Fraudulent activity of an employee or tenant;</p> <p>Issues that affect resident security.</p>
Within 7 Days	<p>When legal counsel is consulted to bring actions for eviction.</p> <p>Capital equipment purchased with Owner's funds.</p>

N. Contractor shall provide accurate and timely reports to Housing that include the following elements by the requested period:

Report	Frequency	Report Format
Storm Reports	By 8:00 A.M. the day following acclimate weather	E-mail



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

<p>Rent Roll</p> <ul style="list-style-type: none"> ▪ Itemized list of delinquent rents and prepayments as of the end of the preceding month and any action taken to collect outstanding amounts. ▪ Statement of income and expenses and accounts receivable and payable for the preceding month. ▪ Receipts for the preceding month. ▪ Disbursement summary of the preceding month. ▪ Current bank statements with signed reconciliations. ▪ List of prepaid residents. ▪ Cash Flow Report ▪ Work Order Status Report ▪ Payroll Breakdown and supporting documentation ▪ Unit Availability Detail Report showing vacant unit status (turned/unturned, leased/unleased, number of days vacant). 	<p>Monthly, by the 15th of every month</p>	<p>Microsoft Excel</p>
<ul style="list-style-type: none"> ▪ Summary of move-ins, move-outs and vacancies. ▪ Evictions begun or and pending. ▪ Write offs and repayment agreements executed. ▪ Repairs completed or underway. ▪ Capital improvements completed or underway. ▪ Current and pending legal matters. 	<p>Weekly, Monday</p>	<p>Narrative Report</p>
<p>Fiscal Year Budgets, five-year capital improvement plans, and market analysis per property.</p>	<p>Annually, May 1st</p>	<p>Microsoft Excel with formulas</p>



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

Fire Life Safety Reports	Annually, May 1st	In format requested
Other reports as requested by Housing.	Promptly	In format requested

- O. Contractor shall be required to meet the performance measures below. In addition, properties will be inspected a minimum of once every 12 months using the inspection sheets provided as Attachment I and Attachment J.

Deliverables	Performance Requirement
Re-Exams/Lease Renewal – self certification by tenants is prohibited	On-time 95%
Tenant Accounts Receivable – (Accounts Receivable) / (Total Tenant Revenue) (TTR includes rents and other charges to tenants)	<1.5% = full performance 2.5% = minimum Measured monthly
Accounts Payable (Current Accounts Payable < 90 days + Past Due Accounts Payable > 90 Days) / (Total Operating Expenses / 12)	<0.75% = full performance <1.5% = minimum Measured monthly
Occupancy	>98% = full performance >97% = minimum
Work Orders	Average turn-around not to exceed three (3) Days, measured monthly
Monthly Report	By the 15th of the following month
Annual Report and Financial Statements prepared by a CPA	By July 31 st each year
Any of the foregoing or other reasonably required reports	Within 30 Days

- A. Release of reports and other deliverables created under the contact. Services not specifically listed, which are incidental to the items listed, such as coordinating insurance claims (where necessary), providing information/reports and other service requests from Housing or designee should be anticipated and also considered.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

4. GENERAL REQUIREMENTS

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

- A. **Compliance with Governmental Regulations:** Contractor shall be responsible for ensuring the properties comply with all federal, state and local government rules and regulations pertaining to the operation and management of the property and types of units operated. Contractor must adhere to all City of Phoenix Security Regulations (Attachment H.1 and H.2) and Housing Department Regulations.
- B. **Purchasing and Contracting:** Contractor and any Subcontractors must comply with Applicable Section 8 Requirements (Camelback Properties only), state, and local purchasing requirements and regulations, as well as applicable local ordinances. All contracting and purchasing must be completed within the approved operating budget. Any work involving technical registrants (i.e., architects, engineers, surveyors, geologists, landscape architects, and designers), construction services, an construction materials or services as those terms are defined in Title 34, Arizona Revised Statutes, including any work that involves building, altering, repairing, improving or demolishing any portion of the improvements, must be procured in full compliance with the requirements of Title 34, Arizona Revised Statutes.
- C. **Financial Management:** Contractor must maintain system of internal controls and must provide a monthly report regarding collection of rents as well as collection of past due accounts. Contractor must utilize a Certified Public Accountant (CPA). Contractor must establish and maintain real estate investment & property management software (Yardi or equivalent) where the Contractor will maintain true and accurate books, records and accounts (collectively, the "Records") reflecting the operation of the Properties in accordance with sound accrual basis accounting practices, consistently applied, in a manner sufficient to permit preparation of all required financial statements and reports in accordance with generally accepted accounting principles and the audit thereof in accordance with generally accepted auditing standards. The City must be granted read and reporting access to such system at bidder's expense (if any). All Records will be subject to examination and audit during regular business hours, announced or unannounced, by the City, HUD, any other agency providing funds to the City for the Properties, and their authorized representatives and/or independent auditors, who may make copies of or extracts from the Records. The Contractor must cooperate in any audit of the financial statements, accounts or Records of the Properties which shall be caused to be performed by the City, HUD, and any other agency providing funds to the City for the Properties, and their authorized representatives and/or independent auditors.
- D. **Compensation:** Contractor shall be entitled to a Management Fee. The Management Fee shall be due and payable monthly to Contractor, commencing at the end of the first full calendar month of the Term. Manager is authorized to pay the Management Fee from the Operating Account. Expenses considered to be Contractor expenses



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

are detailed below. No Contractor expenses shall be paid as property operating expenses. Any amounts discovered to have been paid by the property's operating account that are deemed Contractor expenses will be promptly refunded to Housing.

Note: Property management fees will include all necessary staff not included in the BID PRICE SCHEDULE submitted with this proposal.

- E. Budget: Contractor must also prepare an annual income and expense budget and an annual and 5-year capital improvement budgets for the Property. Proposed budgets are due to WMHC by May 1st for review and approval. Proposed Budgets must be submitted in excel format and include formulas. Budget revisions to payroll must be approved by the WMHC.
- F. Personnel: Contractor shall provide the property management services on a full-time basis as an independent Contractor. Neither Contractor nor any of the Contractor's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is interested in only the results obtained under the resulting Contract. Contractor's employees will be required to wear identification tags and to maintain a professional appearance.
- G. Maintenance: Contractor must maintain the property in a decent, safe, and sanitary condition, as determined by and acceptable to the Housing Department, and in a rentable and tenantable state of repair, all in accordance with any and all applicable federal, state and local codes, to include Maricopa County Environmental Health Codes. Contractor must also maintain the property at all times in a condition acceptable to the City, including, but not limited to, regularly inspecting dwelling units (at least once per year), performance of cleaning, painting, decorating, plumbing, carpentry, grounds care, inventory of appliances and equipment and such other maintenance and repair work as may be necessary. Camelback Properties is subject to Real Estate Assessment Center (REAC) inspections and shall be maintained in accordance.
- H. Background Checks: Contractor shall conduct initial criminal background screening on all adult applicants through an approved screening process. Annual criminal background screening is required for all adult members of the household residing at the property. Any criminal records received are to be maintained confidentially, will not be misused or improperly disseminated and must be maintained for the duration of tenancy.
- I. Sex Offender: Contractor shall run a sex offender check on all adults residing in the household at <http://nsopw.gov/> at the time of the initial application and during the annual recertification. Contractor shall run a sex offender check on all applicants and all adults residing in the household at <http://nsopw.gov/> at the time of the initial application and during the annual recertification.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

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

5. **RECORD RETENTION**

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

6. **SPECIAL REQUIREMENTS**

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

- A. Tenant Files / Waitlist Management
- i. All files and cabinets will remain at sites for use by the Contractor.
 - ii. Contractor shall be responsible for any conversion costs for all existing tenant files and records into Contractor's system. The City must be granted read and reporting access to the system which is used by the Contractor at the Contractor's expense (if any).
 - iii. Proposer shall be responsible for maintaining a waitlist for at least twelve (12) months for each unit type.
- B. Start-Up / Mobilization Budget: Contractor must submit a detailed start-up cost budget, itemized by expense that anticipates all operational start up needs, if any.
- C. Reimagine Phoenix: Contractor must, for all properties, participate in the City's efforts towards reducing the amount of trash sent to city landfills by 40 percent by the year 2020. This includes encouraging more sustainable practices, such as recycling and composting and by increasing communication and education about sustainability efforts to residents as well as any other efforts required by the City. Bids for solid waste services must include a bid from City of Phoenix Solid Waste.
- D. Inspections and Monitoring: Properties are subject to physical and file inspections to assess performance.



SECTION IV - SCOPE OF WORK

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619

- E. Compliance Audits: Properties are subject to audits by:
- i. HUD: Camelback Properties
 - ii. ADOH: Properties with Deed / Land Use Restrictions
 - iii. City of Phoenix: All properties

7. PROPERTY LOCATIONS AND INFORMATION

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

Property	Address	Year Built	Units	Group	FY18 Gross Income	Type
Sand Dollar	18410 N. 27th Avenue	1984	70	A	\$ 480,133	Senior - Affordable
La Cascada II	229 E. Ruth Avenue	2001	36	A	\$ 214,158	Senior - Affordable
Deck Park Vista	1125 N. 3 rd Street	1992	56	A	\$ 315,266	Senior - Affordable
La Cascada I	248 E. Ruth Avenue	1963	37	A	\$ 191,454	Senior - Affordable
Cypress Manor	5722 N. Black Canyon Highway	1969	64	A	\$ 447,911	Affordable
Foothills on the Preserve	1525 E. Cheryl Drive	1986	144	A	\$ 981,439	Affordable
\$2,630,361						
Windrose Villas	1520 W. Peoria Avenue	1985	115	B	\$ 758,845	Deed Restricted - Affordable
Foothills Court	1606 W. Peoria Avenue	1983	82	B	\$ 518,790	Deed Restricted - Affordable
Paradise Village	2525 E. Aire Libre	1961	61	B	\$ 433,670	Deed Restricted - Affordable
Sahuaro West	1650 W. Sahuaro Drive	1984	59	B	\$ 384,113	Deed Restricted - Affordable
Ambassador West	345 N. 5 th Avenue	1964	102	B	\$ 624,178	Affordable
Reflections on Portland	201 E. Portland	2009	18	B	\$ 137,780	Affordable
\$2,857,376						
Camelback Properties	5102 N. 11 th Avenue	1959	147	C	\$ 929,439	Section 8 - Affordable
Paradise Greens	16001 N. 25 th Street	1985	67	C	\$ 495,450	Affordable
Yale Court	2524 N. 31 st Street, 3034 E. Yale Street	1979	12	C	\$ 69,284	Affordable
Red Mountain Springs	1652 N. 52 nd Street	1975	52	C	\$ 374,580	Affordable
Desert Meadows	16819 N. 42 nd Avenue	1979	148	C	\$ 991,047	Affordable
\$2,859,800						

	SECTION VI – SUBMITTALS	City of Phoenix 251 W. Washington Street 4th Floor Phoenix, AZ 85003
--	--------------------------------	--

1. COPIES:

Please submit one (1) original, four (4) copies, and one (1) electronic copy (CD or flash drive) of your firms Proposal to the Submittal (Section VI), and all required documents..

1.1 Please submit only Section VI and all required documents, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City’s best interest to do so.

2. QUESTIONNAIRE:

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

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

A. Method of Approach

- Question 1.
Describe in detail the policies or procedures the Proposer will use to screen and select residents.

- Question 2.
Describe in detail the policies or procedures the Proposer will use to certify and Re-certify residents.

- Question 3.
Describe in detail the policies and procedures the Proposer will use to address lease violations.

- Question 4.
Describe in detail the policies or procedures the Proposer will use to receive and complete maintenance requests as well as executing preventative maintenance.

- Question 5.
Describe in detail the policies or procedures the Proposer will use to affirmatively fair market the units.

- Question 6.
Describe in detail the fiscal accounting processes and budgetary controls that the firm will use to ensure the responsible use and management of contract funds and

	SECTION VI – SUBMITTALS	City of Phoenix 251 W. Washington Street 4th Floor Phoenix, AZ 85003
--	--------------------------------	---

accurate invoicing. State how costs incurred under this project will be appropriately accounted for and only applicable project expenses will be billed to the Property.

Question 7.

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

Question 8.

Provide a list or table that outlines the number of staff Contractor will provide at each site including: office staff, maintenance staff, other staff (ex, grounds keepers and housekeepers). Include the on-site office hours and days of operation for each site. Please note La Cascada I, Reflections on Portland and Yale Court do not have on-site leasing offices.

Question 9.

Pricing on this contract is fixed and firm. Describe any and all situations that may arise that would lead your firm to request funding over and above what you have offered in this proposal.

In addition to the questions above, proposer shall provide a sample Property Management Plan for overseeing an affordable property. The Property Management Plan must satisfy the requirements of the Scope of Work. Label the plan as 'Property Management Plan'. The plan must include a comprehensive and detailed description of the following items:

- i. Policies and Procedures: Describe the policies and procedures the Proposer will follow pertaining to the following topics: resident selection and screening, resident orientation, resident certification and re-certification, rent collection and delinquencies, collections of receivables including those from vacated tenants, resident complaints and grievances, routine maintenance, preventative maintenance, emergencies, compliance, affirmative fair marketing, staffing, and tenant relations.

Proposer shall furnish all staff necessary to provide the Services required by and in accordance with this Agreement, including but not limited to:

- a. Office Staff: Property Manager(s), Assistant Manager(s), Leasing Agent(s), and Desk Clerk(s).

	SECTION VI – SUBMITTALS	City of Phoenix 251 W. Washington Street 4th Floor Phoenix, AZ 85003
--	--------------------------------	---

- b. Maintenance Staff: Lead Maintenance Worker, Maintenance Worker(s), Assistant Manager(s), Housekeeper(s), and Groundskeeper(s).

B. Experience and Qualifications of Firm and Key Personnel

Question 1.

Proposer shall provide a history of the business including the date established, the type of ownership or legal structure of the business (sole proprietor, partnership, corporation, etc.), the length of time that the business has been operating as the legal entity and length of time the business has been providing the requested services. Discuss the area of expertise and resources available both nationally and locally to provide the requested services.

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

Question 2.

Specifically identify Proposer’s experience providing Property Management services in relation to Mixed-Income Rent Tiered and Senior Affordable Housing.

Question 3.

Government / Corporate Experience - Proposer shall state any experience in providing services to large public entities, large corporate entities or large non-profits. List other government contracts that you have now or have had in the past five years including the City of Phoenix. [Not to exceed two (2) pages]

Question 4.

Provide a company organizational chart listing the following:

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

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

	SECTION VI – SUBMITTALS	City of Phoenix 251 W. Washington Street 4th Floor Phoenix, AZ 85003
--	--------------------------------	---

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

Question 5.

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

Question 6

Has your firm ever been issued a demand for assurance letter or cure letter or any other letter requesting corrective action in regards to your firm’s performance under a contract for property management services.

C. References

Proposer shall furnish three (3) references from firms or organizations, which two (2) of the references are currently receiving the same or similar property management services. References from large public, corporate or non-profit entities are preferred. If Proposer elects to submit a City employee as a reference, then Proposer shall be limited to one City employee.

Please provide for each reference: Name of Firm or Organization, Name and Title of Contact Person, Address, Telephone Number, and E-mail Address on the form below.

D. Pricing and Management Fee

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

	SECTION VI – SUBMITTALS	City of Phoenix 251 W. Washington Street 4th Floor Phoenix, AZ 85003
--	--------------------------------	---

properties) such as compliance staff that the Contractor intends to expense to the property must be included in the Bid Price Delivery Schedule.



SECTION V - SUBMITTAL

CITY OF PHOENIX
Housing Department
 251 W. Washington Street
 4th Floor
 Phoenix, AZ 85003
 Phone: (602) 262-7181

3. ALL OR NONE BID PRICE SCHEDULE AND DELIVERY SCHEDULE

Note: Pricing for onsite and maintenance staff indicated below must include the full amount of the cost the Contractor intends to expense to the Property (i.e. Salary, payroll taxes, benefits, and paid leave). If the Contractor intends to expense any indirect staff (staff working on multiple properties) to the property, the pricing below must include the full amount the Contractor intends to expense to the property. Group A, B and C will be awarded separately.

Group A

MANAGEMENT FEE:

Item No.	FY18 Gross Income (actuals will be current gross income)	Proposed Fixed Management Fee %	Estimated Annual Management Fee
1.	\$2,630,361	_____ %	\$ _____ (Est. Annual Gross Income x Fixed Management Fee %)

STAFFING COSTS:

Item No.	Staff Description	Number of Staff Provided	Annual Cost to Property
2.	Maintenance Staff		\$ _____
3.	On-site Office Staff		\$ _____
4.	Other Staff (Please provide title and function)		\$ _____
5.	Any Applicable Compliance Fees		\$ _____
Total Annual Staffing Cost			\$ _____

START UP COSTS:

Company Name _____	
Solicitation Due Date: August 8, 2019	Solicitation No. RFP FY20-086-1 (DRW)
	Page 58 of 66



SECTION V - SUBMITTAL

CITY OF PHOENIX
Housing Department
 251 W. Washington Street
 4th Floor
 Phoenix, AZ 85003
 Phone: (602) 262-7181

Item No.	Description	Quantity	Total Cost
5.	Office Supplies		\$
6.	Maintenance Supplies		\$
7.	Computers		\$
8.	Telephones		\$
9.	Copier/Fax/Scanner		\$
10.	Other Costs – Please List		\$
Total Start Up Costs			\$ _____

GRAND TOTAL: \$ _____
Estimated Annual Management Fee + Total Annual Staffing Cost

Group B

MANAGEMENT FEE:

Item No.	FY18 Gross Income (actuals will be current gross income)	Proposed Fixed Management Fee %	Estimated Annual Management Fee
1.	\$2,857,376	_____ %	\$ _____ <small>(Est. Annual Gross Income x Fixed Management Fee %)</small>

STAFFING COSTS:

Item No.	Staff Description	Number of Staff Provided	Annual Cost to Property
2.	Maintenance Staff		\$



SECTION V - SUBMITTAL

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181**

3.	On-site Office Staff		\$
4.	Other Staff (Please provide title and function)		\$
5.	Any Applicable Compliance Fees		\$
Total Annual Staffing Cost			\$ _____

START UP COSTS:

Item No.	Description	Quantity	Total Cost
5.	Office Supplies		\$
6.	Maintenance Supplies		\$
7.	Computers		\$
8.	Telephones		\$
9.	Copier/Fax/Scanner		\$
10.	Other Costs – Please List		\$
Total Start Up Costs			\$ _____

GRAND TOTAL: \$ _____
Estimated Annual Management Fee + Total Annual Staffing Cost



SECTION V - SUBMITTAL

CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181

Group C

MANAGEMENT FEE:

Item No.	FY 18 Gross Income (actuals will be current gross income)	Proposed Fixed Management Fee %	Estimated Annual Management Fee
1.	\$2,859,800	_____ %	\$ _____ (Est. Annual Gross Income x Fixed Management Fee %)

STAFFING COSTS:

Item No.	Staff Description	Number of Staff Provided	Annual Cost to Property
2.	Maintenance Staff		\$ _____
3.	On-site Office Staff		\$ _____
4.	Other Staff (Please provide title and function)		\$ _____
5.	Any Applicable Compliance Fees		\$ _____
Total Annual Staffing Cost			\$ _____

START UP COSTS:

Item No.	Description	Quantity	Total Cost
5.	Office Supplies		\$ _____
6.	Maintenance Supplies		\$ _____
7.	Computers		\$ _____



SECTION V - SUBMITTAL

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181**

8.	Telephones		\$
9.	Copier/Fax/Scanner		\$
10.	Other Costs – Please List		\$
Total Start Up Costs			\$ _____

GRAND TOTAL: \$ _____
Estimated Annual Management Fee + Total Annual Staffing Cost

PAYMENT TERMS

Contractor offers a prompt payment discount of _____% _____ days to apply after receipt of invoice or final acceptance of the products, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days, otherwise payment terms shall be 2% 20 days, net 30 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering less than 20 days will not be considered in the price evaluation of your bid.

Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received.

2. EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____

3. CONTRACTOR LICENSING REQUIREMENTS

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, Offerors shall have the correct class of license as required by the Registrar of Contractors for the work specified, at the time of offer submission. The Offeror certifies possession of the following license:

Licensed Contractor's Name _____

Class _____



SECTION V - SUBMITTAL

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181**

License Number _____

Expiration Date _____

4. YEARS IN BUSINESS AND REFERENCES

Contractor certifies that _____ has provided complete

(Company Name)

Enter the service listed in this solicitation for a period of _____ years.
(number of years)

Contractor shall furnish the names, addresses, and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for Enter the service you want references for. Do not use City of Phoenix Employees as a reference.

1) Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

2) Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

3) Company Name _____

Address _____

Reference _____

Telephone Number _____

Email address _____

Company Name _____



SECTION V - SUBMITTAL

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181**

OFFER

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

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

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

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

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

Authorized Signature

Date

(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

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



SECTION V - SUBMITTAL

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 262-7181**

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
Ed Zuercher, City Manager

_____ Awarded this ____ day of _____ 2019
Director or delegate, Housing

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.



SECTION VII - ATTACHMENTS

**CITY OF PHOENIX
Housing Department
251 W. Washington Street
4th Floor
Phoenix, AZ 85003
Phone: (602) 261-8619**

- Attachment A Camelback Properties HAP Contract
- Attachment B Paradise Village Specialty Warranty
- Deed Attachment C Foothills Court Special Warranty Deed
- Attachment D Saguaro West Specialty Warranty
- Deed Attachment E Windrose Villas Special Warranty Deed
- Attachment F Affordable Housing Rent Policy
- Attachment G Affordable Housing Grievance Policy
- Attachment H.1 City of Phoenix Security Regulations AR1.90
- Attachment H.2 City of Phoenix Security Regulations AR1.91
- Attachment I File/Office Inspection Scoring Sheet
- Attachment J Physical Inspection Scoring Sheet
- Attachment K.1 Crime Free Multi-Family Regulation Guidelines
- Attachment K.2 Crime Free Multi-Family Regulations Information

Company Name _____

Solicitation Due Date: August 8, 2019

Solicitation No. RFP FY20-086-1 (DRW)

Page 66 of 66