



**NEIGHBORHOOD SERVICES DEPARTMENT, ADMIN SERVICES DIVISION
GRANT COMPLIANCE SECTION**

**CONSOLIDATED PLAN, ANNUAL ACTION PLAN AND ANALYSIS OF IMPEDIMENTS TO
FAIR HOUSING CHOICE CONSULTING SERVICES**

**Request for Proposals (RFP)
RFP#: 1-Con Plan/AA/AI-2019**

Schedule of Events

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	8/06/2019
Pre-Proposal Meeting at 2:00 p.m.	8/12/2019
Submittal of Written Questions by 12:00 p.m.	8/15/2019
Responses to Written Questions	8/16/2019
Proposal Submittal by 12:00 p.m.	8/26/2019
Award Recommendation to Phoenix City Council	9/18/2019

Submit proposals and requests for alternate formats to:

Jessica Gonzalez, Grants Compliance Supervisor
City of Phoenix Neighborhood Services Department
200 W. Washington Street, 4th Floor
Phoenix, Arizona 85003-1611
Telephone: (602) 262-4834
jessica.gonzalez@phoenix.gov

Are you SBE/DBE certified? For more information, go to:
<http://insidephx/depts/eod/certification>

This RFP does not commit the City to award any agreement.

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SOLICITATION RESPONSE CHECKLIST

CITY OF PHOENIX

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

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

- Included one original, four copies and one thumb drive.
- All forms have been completed and signed, including Solicitation Disclosure form.
- Included all Attachments 1-8.
- Reviewed the insurance requirements to assure compliance.
- Included signed addenda, if any.
- Addressed the mailing package/envelope to the name and address of the Procurement Officer listed on the front page of the solicitation.
- 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, on the cover page, or addenda.**



SECTION I - INSTRUCTIONS

CITY OF PHOENIX

1. INTRODUCTION:

- 1.1. The City of Phoenix (City) invites sealed proposals to develop and submit the 2020-2025 Consolidated Plan, the 2020-2021 Annual Action Plan and the completion of the Analysis of Impediments to Fair Housing Choice study in accordance with HUD requirements and in accordance with the specifications and provisions contained herein.
- 1.2. This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

2. CONTRACT TERM AND CONTRACTURAL RELATIONSHIP:

Offeror is responsible for reading the Contract and submitting any questions about it in accordance with the process listed in this solicitation. By submitting a proposal, each Offeror agrees it will be bound by the Contract. The term of the Contract will be for one-year. Notwithstanding the foregoing, this Contract will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term;
- completing the services set forth in the Scope of Work (the “Services”);
- payment of the maximum compensation under this Contract; or
- termination pursuant to the provisions of this Contract.

3. PRE-PROPOSAL MEETING:

Offeror is encouraged to attend the pre-proposal meeting on August 12, 2019 at 2:00 p.m. at Phoenix City Hall, 200 W. Washington Street, 4th floor, Conference Room 4 West or via Web/Ex. Please register for this meeting by emailing Jessica Gonzalez, jessica.gonzalez@phoenix.gov.

4. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Contractor will complete the 2020-2025 Consolidated Plan, 2020-2021 Annual Action Plan and the Analysis of Impediments to Fair Housing Choice study that will be in accordance with the Scope of Work as set forth in **Exhibit A of Attachment 9 – Professional Services Draft Contract**, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Contractor will also specifically comply with the applicable Special Terms and Conditions in Attachment 9 that are set forth in **Exhibit E**.

5. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City’s eProcurement Self-Registration System at: <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any Offer from a Contractor who has not registered in the City’s eProcurement system.



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6. PREPARATION OF OFFER:

- 6.1. All forms provided in Section III - Submittals must be completed and submitted with your Offer. The signed and completed Solicitation Disclosure form must be included or your Offer may be deemed non-responsive.
- 6.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of the Offer must be initialed in original ink by the authorized person signing the Offer. No Offer will be altered, amended or withdrawn after the specified Offer due date and time. The City is not responsible for Offeror errors or omissions.
- 6.3. All time periods stated as number of days will be calendar days.
- 6.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an Offer. Negligence in preparing an Offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:
 - 6.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 6.4.2. Study and carefully correlate Offerors knowledge and observations with the solicitation and other related data.
- 6.5. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in or between the solicitation and other related documents.
- 6.6. 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. 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.

7. EXCEPTIONS:

Offerors must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Offerors must conform to all of the requirements specified in the solicitation. The City encourages Offerors' to send inquiries to the City contact rather than including exceptions in their Offer. It is the intent of the City to award a contract on a fair, competitive basis. For this reason, the City may view any "Exception" in response to any material conditions or requirement of the solicitation, as an attempt by the Offeror to vary the terms of the solicitation which, in fact, may result in giving the Offeror an unfair advantage. For this reason, the City will, at its option, not allow



SECTION I - INSTRUCTIONS

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exceptions to any material requirement if, in the opinion of the City, the exceptions alter the overall intent of the solicitation, unless the exception would be of material benefit to the City. Additionally, the City may, at its option, deem any submittal non-responsive based on exceptions by the Offeror.

8. INQUIRIES:

All questions that arise relating to this solicitation should be directed via email to the Procurement Officer and must be received by the due date indicated in the Schedule of Events on the cover page. The City will not consider questions received after the deadline. No informal contact initiated by Offerors on the proposed service will be allowed with members of City's staff from date of distribution of this solicitation until after city council awards the contract. All questions concerning, or issues related to this solicitation must be presented **in writing**. The City contact will answer written inquiries in an addendum. Addenda will be published on the Procurement Website.

9. ADDENDA:

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

10. LICENSES:

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

11. CERTIFICATION:

By signature in the Offer section of the Offer Form, Offerors' certify:

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

12. SUBMISSION OF OFFER:

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



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

- Offeror Name
- Offeror Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title
- Offer Opening Date

All Offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

13. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the Offer by submitting a request in writing and signed by a duly authorized signatory of the company. Facsimiles, telegraphic or mailgram withdrawals will not be considered. Withdrawals may not be made after the proposal due date.

14. OFFER RESULTS:

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

15. PRE-AWARD QUALIFICATIONS:

Upon notification of an award the Offeror will have 15 days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in this solicitation under **Exhibit C of Attachment 9 – Professional Services Draft Contract**. Insurance requirements are non-negotiable.

16. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most highly rated, responsive and responsible Contractor(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Experience Developing Consolidated Plans / Annual Action Plans / Analysis of Impediments to Fair Housing Choice for large entities (25 Points)
- Methodology and Approach (25 points)
- Organizational Capacity (25 points)
- Cost Effectiveness, Budget and Value (25 points)



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

17. AGREEMENT:

17.1. The City may require the selected Offeror to participate in negotiations and to submit such cost, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFP.

17.2. The language contained in **Attachment 9 – Professional Services Draft Agreement** and the Offeror's statement of qualifications will form the basis of any resulting contract. However, this RFP does not commit the City to enter into a contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent negotiations, or to procure a contract for the project(s).

18. CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:

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

19. SOLICITATION TRANSPARENCY POLICY:

19.1. 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 who is not involved in the selection process.

19.2. 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.



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- 19.3.** 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.
- 19.4.** 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. **OFFEROR'S 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.
- 19.5.** "To discuss" means any contact by the Offeror, regardless of whether the City responds to the contact. Offerors that violate this policy shall 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.

20. PROTEST PROCESS:

- 20.1.** 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.
- 20.2.** 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.
- 20.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offerors was notified of the adverse determination.
- 20.4.** Offeror may protest an award recommendation if the Offerors 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 to award the contract(s) to a particular Offerors' on the City's website. Offerors must submit award protests



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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.

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

20.5.1. Identification of the solicitation number;

20.5.2. The name, address and telephone number of the protester;

20.5.3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;

20.5.4. The form of relief requested; and

20.5.5. The signature of the protester or its authorized representative.

20.6. The Procurement Officer will render a written decision within a reasonable period of time after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered. Protests must be filed with the Procurement Officer.

21. PUBLIC RECORD:

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

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



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22. LATE OFFERS:

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

23. RIGHT TO DISQUALIFY:

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

24. MULTIPLE AWARDS:

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

25. EQUAL LOW OFFER:

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

26. EVALUATION OF COMPETITIVE SEALED OFFERS:

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

27. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

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

27.2. 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 (as the case may be) will render an Offer nonresponsive.



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- 27.3.** Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive.

Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

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

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

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

28. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

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

29. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

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



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30. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 30.1.** The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.
- 30.2.** Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).
- 30.3.** If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings, but the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.
- 30.4.** To the fullest extent permitted by law, the City will not provide any information, financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

31. BEST AND FINAL OFFERS (BAFO):

- 31.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 31.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based



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on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.

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

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



SECTION II – SCOPE OF WORK

CITY OF PHOENIX

1. BACKGROUND

The City of Phoenix Neighborhood Services Department, Administration Division invites sealed proposals from qualified offerors for the development of the 2020-2025 Consolidated Plan, the 2020-2021 Annual Action Plan and the Analysis of Impediments to Fair Housing Choice (AI) study for 2020-2025. These items will be prepared in accordance with the U.S. Department of Housing and Urban Development (HUD) and City specifications and provisions contained herein.

The Consolidated Plan and the Analysis of Impediments to Fair Housing Choice study are collaborative planning processes for four major U.S. Department of Housing and Urban Development (HUD) Entitlement Programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships (HOME)
- Emergency Solutions Grant (ESG)
- Housing Opportunities for Persons with AIDS (HOPWA) formula programs

The Consolidated Plan process is designed to help states and local jurisdictions to assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is a critical deadline-oriented planning effort and is a prerequisite for the receipt of future HUD funds.

The AI Plan assesses conditions, both public and private, affecting fair housing choice. This includes an analysis of demographic, income, employment and existing housing data, a review of local laws, regulations and administrative policies, procedures and practices. These items will be reviewed to determine how they affect the location, availability, and accessibility of housing resources and services. Goals identified through the AI planning process will be listed in the Consolidated Plan document and outcomes in addressing these goals will be reported annually. The AI Plan will be submitted to HUD jointly with the Consolidated Plan.

2. MINIMUM QUALIFICATIONS:

Each Offeror must demonstrate in its proposal that it meets the minimum qualifications, or its proposal will be disqualified as non-responsive.

3. SERVICE REQUIREMENTS:

The full scope of work is included as Exhibit A of Attachment 9 – Professional Services Draft Contract. Offerors must submit all questions about the scope of work in compliance with Section I – Instructions.



SECTION III – SUBMITTALS

CITY OF PHOENIX

1. COPIES:

Please submit one original, four copies, one thumb drive of your proposal and all other required documentation.

Please submit only your responses to the evaluation criteria and documents in the Submittal Section. Do not submit a copy of the entire solicitation document.

This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

2. OFFER SUBMITTAL FORMAT:

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

- Typewritten for ease of evaluation;
- Submitted in a binder, preferably using double-sided copying and at least 30% post-consumer content paper;
- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents and tabbed per the following major sections:

Tab 1 Cover Letter

Tab 2 Table of Contents

Tab 3 Attachment 1 – Evaluation Criteria

Tab 4 Attachment 2 – Cost Sheet

Tab 4 Submittal Section (Attachments 3-8)

Tab 5 Signed Addenda (if applicable)

3. OFFER:

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



**ATTACHMENT 1
EVALUATION CRITERIA**

CITY OF PHOENIX

Provide a narrative response to each item that demonstrates your understanding of the Scope of Work requirements and describes your company's experience, qualifications and Methodology and approach to providing the service stated in this solicitation. Proposals should be specific to this solicitation.

A. EXPERIENCE DEVELOPING CONSOLIDATED PLANS, ANNUAL ACTION PLANS AND ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE STUDY (25 points)

- a. Demonstrate experience of the firm in relation to the scope of work, and the service provided to customers in the past.
- b. Submit recent history of experience in developing Consolidated Plans/ Annual Action Plans / Analysis of Impediments to Fair Housing Choice for a large entitlement entity.
- c. Submit a minimum of three (3) references from large entitlement entities where similar type of work has been performed.
 - Letters must contain information on the work performed, reference's name, organization, telephone number, and email address.

B. METHODOLOGY AND APPROACH (25 points)

- a. Submit a methodology, approach, work plan and proposed schedules to ensure Scope of Work will be completed per all necessary deadlines. This schedule will apply to the entire submittal.
- b. Submit a strategy and schedule for conducting community meetings and an approach to use innovative means to do outreach and facilitate the citizen participation requirements in compliance with 24 CFR Part 91, in person or otherwise.
 - The strategy must describe a methodology to support citizen participation, in an effort to engage and solicit feedback for priority needs and engage community members that have not historically been represented.
 - The strategy must align with the City's Citizen Participation Plan at a minimum but should exceed the outreach standards outlined in the Citizen Participation Plan.

C. ORGANIZATIONAL CAPACITY (25 points)

- a. Submit information relative to the staff structure, resources possessed by the organization as well as management, and systems and linkages to relevant resources that support the organization's ability to be timely and effective
- b. Submit information relative to the organization's effectiveness to include a description of how the organization will ensure the Scope of Work will be completed by all necessary deadlines as defined in B. Methodology and Approach, item a. above.



**ATTACHMENT 1
EVALUATION CRITERIA**

CITY OF PHOENIX

- c. Submit information relative to the qualifications and experience in providing the requested services as exemplified by past related projects and contracts, staff qualification and capacity to complete the Scope of Work by all necessary deadlines.
- d. Provide names and resume of proposed staff, including managers and supervisors. Resumes should demonstrate the expertise of key personnel in relation to the scope of work to be provided.
 - Resumes for each key person shall be limited to two (2) pages and must contain employee information, not additional company information.)
 - Resumes should provide information for key personnel (no company profiles) and should not include project pictures or general firm information.
- e. Include a brief assessment of the present workload capacity in relation to the staff size.

D. COST EFFECTIVENESS, BUDGET AND VALUE (25 points)

- a. Describe how the anticipated project schedule submitted in B. Methodology and Approach item a., will allow the Consultant to meet all necessary deadlines.
- b. Complete Attachment 2 Costs Effectiveness, Budget and Value form.
- c. Submit an itemized cost breakdown depicting the basis for all cost items, e.g. hours of work and hourly rate for each type of activity, including planning, facilitating and reporting.



**ATTACHMENT 2
COST SHEET**

CITY OF PHOENIX

Costs Effectiveness, Budget and Value

1. LABOR RATE AND PRICES – ALL OR NONE:

For purposes of determining the price, the City will not take tax into consideration. After contract award, all applicable taxes will apply. Prices shall be all-inclusive with the exception of tax.

All quantities are estimates and the City does not guarantee that the Contractor will receive a specific amount of work.

Provide a Unit Price for each line item. Include in Unit Prices the cost of all labor, materials, equipment, supplies, supervision, transportation, mileage, and all other incidentals, in the cost to perform the required services.

Provide pricing for the following:

Item No.	Description	Estimated Quantity	Unit Price	Estimated Total Price
1.	Development and implementation of the city of Phoenix 2020-2025 Consolidated Plan, the 2020-2021 Annual Action Plan, an Analysis of Impediments to Fair Housing Choice in accordance with HUD requirements and deadlines as well as, City Council report and meeting deadlines.	1	\$	\$
Estimated Grand Total				



**ATTACHMENT 3
OFFER FORM**

CITY OF PHOENIX

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, Offeror agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Offeror provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

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	



**ATTACHMENT 4
SOLICITATION CONFLICT & TRANSPARENCY
DISCLOSURE FORM**

CITY OF PHOENIX

This form must be signed and submitted to the City and all questions must be answered or your submittal may be considered non-responsive.

1. Name of person submitting this disclosure form.

First: _____ M.I. _____ Last: _____ Suffix: _____

2. Contract information.

a) Solicitation # or Name: RFP-19-EDU-32 – Head Start Birth to Five Program Social and Emotional Learning Program and Professional Development

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

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

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

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

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

7. Disclosure of conflict of interest.

A. City Code Section 43-34

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



**ATTACHMENT 4
SOLICITATION CONFLICT & TRANSPARENCY
DISCLOSURE FORM**

CITY OF PHOENIX

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

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

B. A.R.S. Sections 38-504 et. Seq. & City Charter Chapter 11

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

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

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

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



**ATTACHMENT 4
SOLICITATION CONFLICT & TRANSPARENCY
DISCLOSURE FORM**

CITY OF PHOENIX

8. Acknowledgments

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

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.
- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

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

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINTED NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



ATTACHMENT 5 - REFERENCES

CITY OF PHOENIX

Provide three (3) references you have provided similar services for in the past two (2) years. Include name, contact information, type of service(s) and dates of service. **Do not use the City of Phoenix as a reference.**

REFERENCE 1		
Organization:		
Address:		
City:	State:	ZIP Code:
Contact:	Contact Title:	
Contact Phone Number:	Contact Email Address:	
Brief Description of Services Provided:		
Dates of Service:		
REFERENCE 2		
Organization:		
Address:		
City:	State:	ZIP Code:
Contact:	Contact Title:	
Contact Phone Number:	Contact Email Address:	
Brief Description of Services Provided:		
Dates of Service:		
REFERENCE 3		
Organization:		
Address:		
City:	State:	ZIP Code:
Contact:	Contact Title:	
Contact Phone Number:	Contact Email Address:	
Brief Description of Services Provided:		
Dates of Service:		



**ATTACHMENT 6
COSTS AND PAYMENTS**

CITY OF PHOENIX

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

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

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



**ATTACHMENT 7
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSIONS**

CITY OF PHOENIX

The prospective participant (Contractor for a federally funded service) certifies, by submission of this solicitation and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by **any** federal department or agency.

Where the prospective participant is unable to certify to any of the statements in this certification, such participant **shall** attach an explanation to this solicitation.

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

Signature of Authorized Official:

Title of Authorized Official:

Date:



**ATTACHMENT 8
SF-424B – ASSURANCES FOR
NON-CONSTRUCTION PROGRAMS**

CITY OF PHOENIX

[Attached on the following page]

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.





PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 

ATTACHMENT 9 – PROFESSIONAL SERVICES DRAFT CONTRACT



CITY OF PHOENIX, ARIZONA

NEIGHBORHOOD SERVICES DEPARTMENT

CONTRACT NO.

**2020-2025 CONSOLIDATED PLAN / 2020-2021 ANNUAL ACTION PLAN / ANALYSIS OF
IMPEDMIMENTS TO FAIR HOUSING CHOICE**

PROFESSIONAL SERVICES CONTRACT

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**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF PHOENIX
INSERT LEGAL NAME OF CONTRACTOR HERE**

This AGREEMENT is made and entered into this enter date of enter month, 2019, (“the Effective Date”), by and between the City of Phoenix, Arizona, a municipal corporation of the State of Arizona (hereinafter referred to as “City”) and insert legal name of Contractor here, insert state of corporation and correct business name – Corporation, LLC, etc. that you have confirmed on the Arizona Corporation Commission website, (hereinafter referred to as “Contractor”).

RECITALS

- A.** The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for professional services.
- B.** The City desires to obtain the services that are specifically set forth in this Agreement.
- C.** The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
- D.** The City has received certain funds pursuant to the Housing and Community Development Act of 1974, as amended, as part of the Community Development Entitlement Grant (the “CD Grant”).
- E.** The City is authorized to utilize the CD Grant in accordance with the rules and regulations prescribed by the United States Department of Housing and Urban Development (“HUD”) for its Community Development Block Grant.
- F.** The Consultant possesses the skills and expertise necessary to provide such services as desired by the City.
- G.** This Agreement is authorized by the City Council (Ordinance Number and Agenda Number if applicable) Enter date.

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

1. CONTRACT INTERPRETATION:

- 1.1. APPLICABLE LAW:** This Contract will be governed by the laws 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.
- 1.2. 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:

- 1.2.1. Special Terms and Conditions
- 1.2.2. Standard Terms and Conditions
- 1.2.3. Amendments
- 1.2.4. Statement or Scope of Work
- 1.2.5. Specifications
- 1.2.6. Attachments
- 1.2.7. Exhibits
- 1.2.8. Instructions to Consultants
- 1.2.9. Other documents referenced or included in the RFP
- 1.3. **SEVERABILITY:** The provisions of this Contract are severable to the extent 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.
- 1.4. **PAROLE EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of this Contract. No course of prior dealings between the parties and no usage in the trade will be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract will not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

2. TERM OF CONTRACT:

- 2.1. This Contract begins on the Effective Date in the introductory paragraph, and upon approval by the City, for a one-year initial contract term.
- 2.2. This Contract will terminate upon the earliest occurrence of any of the following:
 - 2.2.1. reaching the end of the term exercised as set forth in 2.1;
 - 2.2.2. completing the services set forth in the Scope of Work attached as **EXHIBIT A – SCOPE OF WORK** (the “Services”);
 - 2.2.3. payment of the maximum compensation under Paragraph 3 of this Agreement; or
 - 2.2.4. termination pursuant to the provisions of this Contract.

3. COST AND PAYMENTS:

- 3.1. **PAYMENT:** The total amount to be remitted by the City to Consultant for all Services satisfactorily performed under this Contract will not exceed \$_____. Under this Contract, the City will pay for Services as specified in **EXHIBIT B – PRICE SCHEDULE** attached hereto. 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.
- 3.2. **INVOICING:** Consultant will submit monthly invoices on or before the 15th calendar day of every month. Each invoice will be accompanied with itemized

receipts. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided supporting the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights.

Invoices will be submitted to: City of Phoenix, Neighborhood Services Department, attention: Jessica Gonzalez, 200 W. Washington Street, 4th Floor, Phoenix, Arizona 850003.

- 3.3. PAYMENT DEDUCTION OFFSET PROVISION:** Consultant acknowledges that the City Charter requires that no payment be made to any Consultant if there is an outstanding obligation due the City. Consultant agrees that any obligation it owes the City will be offset against any payment due to Consultant from the City.
- 3.4. LATE SUBMISSION OF CLAIM BY CONSULTANT:** The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.
- 3.5. 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.
- 3.6. NO ADVANCED PAYMENTS:** Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.
- 3.7. PAYMENT RECOUPMENT:** Consultant must reimburse the City upon demand or the City may deduct from future payments due to the following:
 - 3.7.1.** Any amounts received by Consultant from the City for Services which have been inaccurately reported or are found to be unsubstantiated.
 - 3.7.2.** Any amounts paid by Consultant to a subcontractor not authorized in writing by the City.
 - 3.7.3.** Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the information disclosed in a Substantial Interest Disclosure statement.
 - 3.7.4.** Any amount paid by the City for Services that duplicate Services covered by other specific grants and Contracts.

- 3.7.5. Any amounts expended for items or purposes determined unallowable by the City.
 - 3.7.6. Any amounts paid by the City for which Consultant's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by Consultant to perform Services.
 - 3.7.7. Any amount identified as a financial audit exception.
 - 3.7.8. Any amounts paid or reimbursed in excess of this Contract or service reimbursement ceiling.
 - 3.7.9. Any amounts paid to Consultant which are subsequently determined to be defective pursuant to the Certification of Cost or Pricing Data section of these terms and conditions.
 - 3.7.10. Any payments made for Services rendered before the Contract begin date or after the Contract termination date.
- 3.8. **AVAILABILITY OF FUNDS:** Funding may not be available for performance under this Contract beyond the current fiscal year of the City. No legal liability on the part of the City for any payment may arise under this Contract beyond the current fiscal year. The City may reduce payments or terminate this Contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City shall have the sole and unfettered discretion in determining the availability of funds.
- 3.9. **MAXIMUM PRICES:** The City will not be invoiced at prices higher than those stated in any Contract resulting from this Offer. Consultant certifies, by signing this Offer that the prices offered are no higher than the lowest price Consultant charges others for similar quantities under similar conditions. Consultant 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. Consultant will promptly notify the City of such price reductions.
- 3.10. **NON-WAIVER OF LIABILITY:** The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Consultant 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.
- 3.11. **SUBSTANTIAL INTEREST DISCLOSURE:** Consultant shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Consultant's organization or with which Consultant (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless

Consultant has made a full written disclosure of the proposed payments, including amounts, to the City.

Leases, rental agreements, or purchase of real property covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

- 3.12. LIMITATIONS ON FEDERAL INTEREST:** Consultant shall not mortgage, use as collateral for a credit line or for other loan obligations, or, sell or transfer to another party, a facility, real property, or a modular unit it has purchased, constructed or renovated with Head Start funds, without the City's written permission.

Consultant must have the City's written permission before it can use real property, a facility, or a modular unit subject to federal interest for a purpose other than that for which Consultant's application was approved.

- 3.13. RIGHT OF OFFSET:** Consultant acknowledges the provisions of the Phoenix City Code which require and demand that no payment be made to any Consultant while there is an outstanding obligation due the City. The City may direct any such obligation be offset against payment due Consultant. The City shall also be entitled to offset against any sums due Consultant, any expenses or costs incurred by the City, or damages assessed by the City concerning Consultant's non-conforming performance or failure to perform this Contract, including expenses, costs and damages described in these Standard Terms and Conditions.

- 3.14. COST OR PRICING DATA CERTIFICATION:** By signing this Contract, any amendment thereto, or other official form, Consultant certifies, to the best of Consultant's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, if the City finds that the price was increased because the cost or pricing data furnished by Consultant was inaccurate, incomplete or not current as of the date of certification, the City will readjust the price to exclude any significant amount. Such adjustment by the City may include overhead. When the Contract rates are set by law or regulation, the certifying of cost or pricing data does not apply.

- 3.15. FINAL PAYMENT:** The City will make final payment for all Services performed and accepted within 60 days after Consultant has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Contract. Any use by the City of preliminary reports, raw data or other incomplete material returned by Consultant will be at the City's sole risk for such use.

4. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS:

Consultant will provide services that will be in accordance with the Scope of Work as set forth in **EXHIBIT A – SCOPE OF WORK**, which may be supplemented with additional detail from time to time during the term of the Contract, and that are satisfactory to the City. In performing these services, Consultant will also specifically comply with the applicable Special Terms and Conditions that are set forth in **EXHIBIT E – SPECIAL TERMS AND CONDITIONS**. Consultant will provide progress reports to the City according to a mutually agreed-upon schedule.

5. INDEMNIFICATION AND INSURANCE REQUIREMENTS: SEE EXHIBIT C.

6. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER:

6.1. The parties agree that Consultant is providing the Services under this Contract on a part-time and/or temporary basis and that the relationship created by this Contract is that of independent Consultants. Neither Consultant nor any of Consultant's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Contract; the manner, means and mode of completing the same are under the sole control of Consultant.

6.2. This Contract is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Contract. The parties agree that no individual performing under this Contract on behalf of Consultant will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Consultant will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

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 Contract is dependent on every other installment or lot and a delivery of non-conforming goods or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a total breach of the Contract 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 Consultant.
- 7.5. DEFAULT:** In case of default by Consultant, 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 Offer 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:** Consultant 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 Consultant 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 Consultant 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. Consultant agrees that all materials prepared under this Contract are "works for hire" within the meaning of the copyright laws of the United States and assigns to City all rights and interests Consultant may have in the materials it prepares under this Contract, including any right to derivative use of the material.
- 8. CONTRACT ADMINISTRATION AND OPERATION:**
- 8.1. 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 the completion of the Contract. Such records will be produced at a City of Phoenix office as designated by the City.
- 8.2. CONFIDENTIALITY AND DATA SECURITY:**
- 8.2.1.** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Consultant in connection with this Contract is confidential, proprietary information owned by the City subject to the Federal Educational Rights and Privacy Act ("FERPA") and/or the Individuals with Disabilities Education Act ("IDEA"), as applicable. Except as specifically provided in this

Contract, Consultant will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

- 8.2.2.** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Consultant must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.
- 8.2.3.** In the event that data collected or obtained by Consultant in connection with this Contract is suspected to have been compromised, Consultant shall notify the contracting City department immediately. Consultant agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed. In case of a breach or critical breach of the City's information, Consultant will inform any and all individuals affected by any such breach at the specific direction of the City.
- 8.2.4.** Consultant agrees that the City may assess or test the security of any applications, web services, or computerized systems created or provided by Consultant that process, store, or transmit City information. If the City finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web services, or computerized systems, Consultant agrees to remediate the vulnerability at no cost to the City and within an agreed-upon timeframe not to exceed 90 days. To clarify, Consultant must remediate found vulnerabilities in computerized systems they provide; Consultant is **not** liable for remediating any vulnerability found in the City's network or computing infrastructure used to support the applications, web services, or systems created or provided by Consultant.
- 8.2.5.** Consultant agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501 — Notification of breach of security system; Arizona Revised Statutes §44-7601 — Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for

Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.

8.2.6. Consultant agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.

8.2.7. Consultant agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by Consultant. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

8.2.8. The obligations of Consultant under this Section will survive the termination of this Contract.

8.3. DISCRIMINATION PROHIBITED:

Consultant agrees to abide by the provisions of the Phoenix City Code Chapter 18, Article V, as amended.

8.4. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

In order to do business with the City, Consultant must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Consultant 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: Consultant in performing under this Contract 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.

Consultant 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. Consultant further agrees that this clause will be incorporated in all subcontracts related to this Contract that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Contract. The Consultant further agrees that this clause will be incorporated in all subcontracts,

Consultant agreements or subleases of this Contract entered into by supplier/lessee.

For a Contractor with more than 35 employees: Consultant in performing under this Contract 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. Consultant will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Consultant 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. Consultant further agrees that this clause will be incorporated in all subcontracts, job-Consultant agreements or subleases of this Contract entered into by supplier/lessee. Consultant 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.

8.5. LEGAL WORKER REQUIREMENTS:

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Consultant who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Consultant agrees that:

- 8.5.1.** Consultant and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214, subsection A.
- 8.5.2.** A breach of warranty herein will be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.
- 8.5.3.** The City retains the legal right to inspect the papers of the Consultant or subcontractor employee(s) who work(s) on this Contract to ensure that Consultant or subcontractor is complying with the warranty herein.

8.6. LICENSES AND PERMITS:

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

8.7. RELEASE OF INFORMATION – ADVERTISING AND PROMOTION:

Consultant will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Contract, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by Consultant without the prior written consent of the City.

8.8. EXCLUSIVE POSSESSION:

All services, information, computer program elements, reports, and other deliverables which may be created under this Contract are the sole property of the City of Phoenix and will not be used or released by Consultant or any other person except with prior written permission by the City.

8.9. HEALTH, ENVIRONMENTAL AND SAFETY REQUIREMENTS:

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

8.9.1. Environmental, safety and health regulatory compliance documents (written safety programs, training records, permits, etc.) applicable to services provided by the Consultant in this Contract.

8.9.2. 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, containers, transportation vehicles or vessels, and disposal facilities provided by Consultant or subcontractor. The City will also have the right to inspect operations conducted by Consultant or subcontractor in the performance of this Contract. The City further reserves the right to make unannounced inspections of Consultant's facilities (during normal business hours).

8.10. COMPLIANCE WITH LAWS:

Consultant 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. Consultant agrees to permit City inspection of Consultant's business records, including personnel records to verify any such compliance. Because Consultant

will be acting as an independent contractor, the City assumes no responsibility for Consultant's acts.

8.11. 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.

8.12. CONTINUATION DURING DISPUTES:

8.12.1. Consultant agrees as a condition of this Contract, that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Contract, each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

8.12.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Contract will not be deemed a waiver.

8.13. STRICT PERFORMANCE:

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

9. CONTACTS WITH THIRD PARTIES:

9.1. Consultant or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Contract without the prior written consent of the City. Should Consultant or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Contract or any other prior or existing Contract with the City, Consultant or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Consultant and its subcontractors under this Section will survive the termination of this Contract.

9.2. Consultant agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by Consultant. It is further agreed that

a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

10. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND DISADVANTAGED BUSINESS ENTERPRISES:

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

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

11. AUDIT RECORDS:

- 11.1. The City reserves the right, at reasonable times, to audit Consultant's books and records relative to the performance of service under this Contract. All records pertaining to this Contract will be kept on a generally accepted accounting basis for a period of five years following termination of the Contract.
- 11.2. If, following an audit of this Contract, the audit discloses Consultant has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies

exceed 1% of the total Contract billings, Consultant will be liable for reimbursement of the reasonable, actual cost of the audit.

12. CONTRACT CHANGES:

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

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

13. 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 by Consultant to collect applicable taxes from the City shall not relieve Consultant 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 bid. 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, Consultant 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 a bid price.

14. TAX INDEMNIFICATION:

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

15. TAX RESPONSIBILITY QUALIFICATION:

Consultant 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). Consultant 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. Consultant 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 Consultant's qualifications for and compliance with Contract for duration of the term of Contract.

16. DEBARMENT:

If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer stating the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.

17. RISK OF LOSS AND LIABILITY:

17.1. 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.

17.2. 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 Consultant's risk and may be returned to

Consultant. If so returned, all costs are the responsibility of Consultant.
Noncompliance will conform to the cancellation clause set forth in this document.

17.3. 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 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.

17.4. 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.

17.5. CONTRACT PERFORMANCE: Consultant 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 Contract. 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 Consultant.

Consultant 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 Contract. 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 Consultant. Repeated incidences of unsatisfactory performance may result in cancellation of the Contract for default.

17.6. DAMAGE TO CITY PROPERTY: Consultant will perform all work so that no damage to the building or grounds results. Consultant will repair any damage caused to the satisfaction of the City at no cost to the City.

Consultant will take care to avoid damage to adjacent finished materials that are to remain. If finished materials are damaged, Consultant will repair and finish to match existing material as approved by the City at Consultant's expense.

18. NO ORAL ALTERATIONS:

No alteration or variation of the terms of this Contract will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the parties to this Contract. No oral understanding or agreement not incorporated in this Contract will be binding on any of the parties herein.

19. NOTICES:

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

If to Consultant:



If to City:

Jessica Gonzalez, Grants Compliance Supervisor
City of Phoenix Neighborhood Services Department
Administration Division
200 W. Washington Street, 4th Floor
Phoenix, AZ 85003-1611
jessica.gonzalez@phoenix.gov

Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

20. INTEGRATION:

This Contract constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of

intention has been made by any party hereto which is not embodied in this Contract, and no party will be bound by or liable for any statement of intention not so set forth.

21. GOVERNING LAW; FORUM; VENUE

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

22. FISCAL YEAR CLAUSE

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

23. TERMINATION OR SUSPENSION OF SERVICES:

23.1. CITY'S RIGHT TO TERMINATE: The City reserves the right to terminate this Contract without cause, or to abandon the Services, or any part of the Services not then completed, by notifying Consultant in writing. Immediately upon receiving a written notice to terminate or suspend Services, Consultant will:

23.1.1. Discontinue advancing the work in progress, or such part that is described in the notice.

23.1.2. Deliver to the City all collected raw data, draft reports, preliminary reports, working papers, estimates and forecasts entirely or partially completed, together with all unused materials supplied by the City.

23.1.3. Appraise the work it has completed and submit its appraisal to the City for evaluation.

23.1.4. Be paid in full the pro rata value for services performed to the date of its receipt of the Notice of Termination, including reimbursement for all reasonable costs and expenses incurred by Consultant in terminating the work, including demobilization of field service. No payment will be made for loss of anticipated profits or unperformed services.

23.2. GRATUITIES: The City may, by written notice to Consultant, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by Consultant or any agent or representative of Consultant, 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 Consultant the amount of the gratuity.

23.3. 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.

24. TEMPORARY SUSPENSION:

The City may, by written notice, direct Consultant to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Consultant in performance, and not due to fault or negligence of Consultant, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Consultant for a price adjustment must be supported by appropriate documentation asserted promptly after Consultant has been notified to suspend performance.

25. PROFESSIONAL COMPETENCY:

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

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

26. SPECIFIC PERFORMANCE:

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

27. DOCUMENTATION:

27.1. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure

with regard to the subject matter of this Contract, then, and in that event, upon written demand, Consultant will relinquish to the possession and control of the City its entire file related to this Contract and only those portions of said file deemed by the City to be not privileged will be returned to Consultant pending the resolution of the existing or anticipated litigation.

- 27.2. FORMAT AND QUALITY:** All documents prepared by Consultant will be prepared in a format and at a quality approved by the City.
- 27.3. DOCUMENT REVIEW:** Consultant will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.
- 27.4. SUBMITTALS:** Consultant will provide timely and periodic submittals of all documents required of Consultant, including subcontracts, if any, as such become available to the City for review.

28. CONFLICT OF INTEREST:

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

29. PUBLIC RECORDS:

- 29.1.** Notwithstanding any provisions of this Contract regarding confidentiality, secrets, or protected rights, Consultant acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records.

Consequently, Consultant understands that disclosure of some or all of the items subject to this Contract may be required by law.

29.2. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Consultant, the City agrees to provide Consultant with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of Consultant specified in their proposal. Within ten days of City notice by the City, Consultant will inform the City in writing of any objection by Consultant to the disclosure of the requested information. Failure by the Consultant to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

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

30. CLAIMS OR DEMANDS AGAINST THE CITY:

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

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

31. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

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

32. THIRD PARTY BENEFICIARY CLAUSE:

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

EXHIBIT A – SCOPE OF WORK

1. BACKGROUND:

The City of Phoenix Neighborhood Services Department, Administration Division invites sealed proposals from qualified offerors for the development of the 2020-2025 Consolidated Plan, the 2020-2021 Annual Action Plan and the Analysis of Impediments to Fair Housing Choice (AI) study for 2020-2025. These items will be prepared in accordance with the U.S. Department of Housing and Urban Development (HUD) and City specifications and provisions contained herein.

The Consolidated Plan and the Analysis of Impediments to Fair Housing Choice study are collaborative planning processes for four major U.S. Department of Housing and Urban Development (HUD) Entitlement Programs:

- Community Development Block Grant (CDBG)
- HOME Investment Partnerships (HOME)
- Emergency Solutions Grant (ESG)
- Housing Opportunities for Persons with AIDS (HOPWA) formula programs

The Consolidated Plan process is designed to help states and local jurisdictions to assess affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is a critical deadline-oriented planning effort and is a prerequisite for the receipt of future HUD funds.

The AI Plan assesses conditions, both public and private, affecting fair housing choice. This includes an analysis of demographic, income, employment and existing housing data, a review of local laws, regulations and administrative policies, procedures and practices. These items will be reviewed to determine how they affect the location, availability, and accessibility of housing resources and services. Goals identified through the AI planning process will be listed in the Consolidated Plan document and outcomes in addressing these goals will be reported annually. The AI Plan will be submitted to HUD jointly with the Consolidated Plan.

2. CONTRACTOR REQUIREMENTS:

- 2.1 Prepare a Consolidated Plan and Annual Action Plan using the eCon Planning Suite. The Plan should address each required element pursuant to Federal regulations as described in Part 91 of Chapter 24 of the Code of Federal Regulations (CFR) and follow the guidelines established by HUD in the Consolidated Plan Template and the Desk Guide for Using IDIS. The Desk Guide is available at: <https://www.onecpd.info/resources/documents/eCon-Planning-Suite-Desk-Guide-IDIS-Conplan-Action-Plan-Caper-Per.pdf>

- 2.2 Use CPD Maps at <https://egis.hud.gov/cpdmaps/> to help assess market conditions. CPD Maps is integrated into the Consolidated Plan template.
- 2.3 Submit the Consolidated Plan and One-Year Action Plan online using the IDIS template, troubleshooting guides and FAQs which are available at <https://www.onecpd.info/consolidated-plan/guides>. The city will arrange for the appropriate IDIS access with HUD.
- 2.4 Complete the Analysis of Impediments to Fair Housing Choice in accordance with HUD's Fair Housing Planning Guide. The Guide is available at: and include the Assessment Process to Affirmatively Further Fair Housing http://www.huduser.org/portal/publications/pdf/affht_userFriendlyGuide.pdf which shall be considered the minimum acceptable standard for analysis and documentation. The analysis in the AI must be fully compliant with the requirements of the Housing and Community Development Act of 1974.
- 2.5 Prepare the above plans and documents in compliance with 24 CFR Part 91 Consolidated Submissions for Community Planning and Development Programs and the Desk Guide for Using IDIS to Prepare the Consolidated Plan, Annual Action Plan, Analysis of Impediments to Fair Housing Choice, and other specifications and provisions contained herein, to include performance measurement information as detailed in Desk Guide for Using IDIS to Prepare the Consolidated Plan and Annual Action Plan.
- 2.6 Comply with strict federal regulations and mandatory deadlines, to include HUD submission; which could affect the receipt of future federal funds. The Consultant will comply with City Council report and meeting deadlines as well as the federal and mandatory deadlines.
- 2.7 Perform relevant consultation and data collection to complete the required HUD tables and the analysis of housing and non-housing needs.
- 2.8 Prepare a comprehensive analysis of the housing market, housing and non-housing community needs assessments including public/private resources available, and identification of the priority needs based on the assessments. The Consultant will use this information to
 - 2.8.1 Help the city develop five-year strategies and one-year goals addressing those needs and
 - 2.8.2 Assist the city with the development of new strategies, objectives and priorities for inclusion in the Consolidated Plan.
- 2.9 Use the existing 2015-2020 Consolidated Plan and Annual Action Plan, the 2019-2020 Annual Action Plan, the Analysis of Impediments to Fair Housing and the Consolidated Annual Performance and Evaluation Report (CAPER) as source documents. These are located at <https://www.phoenix.gov/nsd/reports>

- 2.10 Assist City staff with preparation of the required public hearing process (City Council and Council subcommittees)
- 2.11 Develop standard language for all fliers, questionnaires, or surveys in accordance with the City's Limited English Proficiency (LEP) plan. Develop fliers, questionnaires, or surveys in an electronic format that can be distributed online.
- 2.12 Provide periodic progress updates to the Community Development Review Committee and/or City Council Subcommittees.
- 2.13 Have primary responsibility for coordination activities, technical data, analysis, reviewing conclusions with the City and carrying out all aspects of the development of the Consolidated Plan in accordance with the Scope of Work described.
- 2.14 Be responsible for producing a significant amount of updated demographic data and other information required to complete the 2020-2025 Consolidated Plan, 2020-2021 Annual Action Plan and Analysis of Impediments to Fair Housing Choice. City staff may assist Consultant as is practically possible and will share information as is available.
- 2.15 Provide a resource binder to include, at a minimum, a list of data sources, copy of data collected, consultations, records and any other supporting documentation used to develop the Consolidated Plan and Annual Action Plan and the Analysis of Impediments to Fair Housing. This information must be in legible form, properly cited.
- 2.16 Provide a hard copy of the Consolidated Plan and One-Year Action Plan and Analysis of Impediments to Fair Housing Choice for printing and posting on the city's website. Additionally, the Consultant will provide a summary version for public review.
- 2.17 Make any modifications to the finalized Consolidated Plan, Annual Action Plan and Analysis of Impediments to Fair Housing Choice after HUD review to ensure completeness and compliance with sufficient time to allow for HUD approval.
- 2.18 Provide other major elements and tasks in the Scope of Work including the following:

A. Consolidated Plan:

- 1) Consultation – The Consultant will confer extensively with community service providers, public and assisted housing providers, private and governmental health, mental health and service agencies, and other groups and individuals in preparation of the Consolidated Plan and the Analysis of Impediments to Fair Housing Choice. These will be listed in the Consolidated Plan by name, type, section of the Consolidated Plan discussed, and anticipated outcomes of the consultation or areas for improved coordination on the Consolidated Plan template.

- 2) Housing Market Analysis and Needs Assessment – For the 2021-2025 Plan the Consultant will analyze the data tables and maps provided by the IDIS eCon Planning Suite, which have been pre-populated with default data from the US Census, CHAS and American Communities Survey. Other sources of data will be used as needed.
- 3) Priority Needs and Strategic Plan – For the 2021-2025 Plan the Consultant will work with city staff in updating the priority needs and strategic plan pursuant to 24 CFR 91.215 and the Consolidated Plan template on IDIS online. The updating will include the following tasks:
 - a. Facilitate the updating of needs, priorities and measurable objectives by city staff for the city of Phoenix.
 - b. Meet with city staff to facilitate the updating of the affordable housing, homeless, supportive housing and community development (non-housing) strategies for the city of Phoenix.
 - c. Incorporate city staff recommendations on the updating of the required HUD Consolidated Plan sections and tables.
 - d. In coordination with city staff, update the affordable housing barrier and the institutional structure assessment contained in the existing plan.
 - e. Update public housing resident initiatives for the city and ensure reference is made to the adopted PHA plan in effect.
 - f. Meet with the NSD Lead Remediation and Healthy Home program staff to facilitate the updating of the lead-based paint mitigation initiatives for the city as a whole.
 - g. Facilitate the updating of the anti-poverty strategy for the city as a whole.
 - h. Incorporate the findings and objectives of the city of Phoenix Analysis of Impediments to Fair Housing Choice.
 - i. Work with the Human Services and Housing departments in updating the Homeless Housing Strategic Plan.

Work requests will be provided by email, issued by the city of Phoenix subject to the provisions of the contract.

- 4) Citizen Participation – Prepare a strategy and schedule for conducting community meetings and an approach to use innovated means to do outreach and facilitate the citizen participation requirements in compliance with 24 CFR Part 91, in person or otherwise. The strategy must describe a methodology to support citizen participation, in an effort to engage and solicit feedback for priority needs and engage community members that have not historically been represented.

The strategy must align with the City's Citizen Participation plan at a minimum but should exceed the outreach standards outlined in the Citizen Participation plan. The Citizen Participation Plan can be located at <https://www.phoenix.gov/nsd/reports>

- a. Obtain ongoing citizen comments on the needs of the community.
 - b. Document, analyze, and summarize all comments for use in development of the Consolidated Plan and to document compliance with HUD citizen participation requirements.
 - c. Present the strategy to City Council or appropriate Subcommittees and amend the proposed plan based on City Council Subcommittee input.
 - d. Prepare materials for outreach and engagement events and develop public notifications and coordinate with City staff for locations of postings.
- 5) Executive Summary – Prepare an Executive Summary for the Consolidated Plan.
- 6) One Year Action Plan – Assemble/edit information submitted by city staff for the required First-Year Action Plan for the 2015-16 program years in accordance with 24 CFR Part 91 Consolidated Submissions for Community Planning and Development Programs and the Desk Guide for Using IDIS to Prepare the Consolidated Plan and Annual Action Plan. This will be submitted on the Consolidated Plan template in IDIS Online.
- 7) Coordination with City staff – Work cooperatively and/or coordinate the following activities but not limited to:
- a. Coordinate monthly conference calls between key Consultant personnel and City staff to provide status and timeline updates and discuss next steps in the process.
 - b. Make available key staff to discuss deliverables and related issues and address outstanding issues and plan for upcoming activities.
 - c. Hours of availability to City staff will be Monday – Friday from 8AM-5PM, confirmation of set meeting will be made through phone or email and on an ad hoc basis throughout the process. Make staff available off-hours for community meetings/consultation, City Council meetings and/or appropriate Subcommittee meetings.
 - d. Coordinate with City staff whenever the activities align with Consultant's responsibilities. Ensure all required information is provided to City staff in a format that is editable so staff can complete the following activities:
 - o Provide Consultant with email distribution list as needed.
 - o Draft and place newspaper advertisements and Public Notices as needed.

A. Analysis of Impediments to Fair Housing:

- 1) Complete an examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing and identification of impediments to fair housing choice.
- 2) Complete an evaluation of fair housing complaints submitted to the State Attorney General, city of Phoenix Equal Opportunity Department, Department of Justice, Maricopa County and other local jurisdictions. The review will identify

trends, patterns, fair housing concerns and impediments to fair housing choice.

- 3) Identify impediments to fair housing choice in the public sector. This would include an evaluation of public policies and practices, which affect the provision of fair housing including, but not limited to, public services, state and local laws, ordinances and regulations, planning and zoning laws and decisions, and land use regulations.
- 4) Identify of impediments to fair housing choice in the private sector including an examination of private market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
- 5) Provide an analysis of the following problem(s):
 - Housing problems for families created by the presence of lead-based paint in houses built before 1978
 - Problems faced by populations whose language and cultural barriers combine with a lack of affordable housing to create unique fair housing impediments
 - Problems of providing housing for persons with disabilities in residential neighborhoods
 - Problems faced by minorities and protected classes in securing mortgage loans as indicated in numerous audits, surveys, and other research on lending practices
 - Problems faced by Section 8 Certificate and Voucher holders in exercising opportunities to select housing on a metropolitan-wide basis
 - Assessment of current public and private fair housing programs and activities
 - Listing of findings and impediments to fair housing in order of priority with
 - Proposed methods and goals for removing or minimizing impediments.

B. Activities Timeline

1) Adhere to the following timeline:

Date of Action	
September – October 2019	Data Gathering, Analysis, Development and Completion of Draft Survey
October – November 2019	Completion of required Consultation, Community Needs Assessment, Forums, and Survey
December 13, 2019	Consolidated Plan Needs Assessment and Consultation Summaries Due First Draft of AI Due
February 14, 2020	First Draft of Consolidated Plan and Annual Action Plan Due to City of Phoenix Final Draft of AI Due
March – April 2020	2020 Public Comment Period
April 2020	City Council Subcommittee and/or City Council

April 20, 2020	Final Draft of Consolidated Plan and Annual Action Plan and Updated Final Draft of AI (if needed) Due to City of Phoenix
May 15, 2020	Consolidated Plan, Annual Action Plan and AI Due to HUD

3. METHOD OF INVOICING:

After services have taken place, the invoice needs to be submitted by the 15th calendar day of the following month. For example, if services were provided in August, the invoice must be submitted by September 15.

Each invoice will be accompanied with supporting documentation and will be submitted free of mathematical errors. All appropriate documentation will be provided that supports the charges reflected in the invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to Consultant. Consultant will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City’s rights.

Invoice must include the following:

- Company Name and Complete Address
- Contact Person Name and Telephone Number
- Invoice Number and Date
- Date(s) of Services
- City Contract Number
- Itemized Service(s), description, unit of measure, unit price and extended price
- Shipping and Payment Terms
- Price shall include all administrative and overhead costs (including subcontractors)
- The dollar amount on the invoice, excluding shipping and taxes, shall not exceed the total dollar amount on the purchase order

Invoices shall be submitted via mail or email to: City of Phoenix, Neighborhood Services Department, attention: Jessica Gonzalez, 200 W. Washington Street, 4th Floor, Phoenix, Arizona, 85003

Email: jessica.gonzalez@phoenix.gov

4. METHOD OF PAYMENT

The City shall make payment to Consultant within forty-five (45) days of the invoice date.

EXHIBIT B – PRICE SCHEDULE

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. INDEMNIFICATION CLAUSE:

Consultant ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("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) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Consultant or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Consultant to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Consultant must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee's own negligent or willful acts or omissions. Consultant will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Consultant agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by the Consultant for the City. The obligations of Consultant under this provision survive the termination or expiration of this Contract.

If Consultant is a governmental entity, the following Indemnification Clause will be utilized in place of the above clause:

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

2. INSURANCE REQUIREMENTS:

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

These insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits stated in this section are sufficient to protect Consultant from liabilities that might arise out of the performance of the work under this Contract by Consultant, its agents, representatives, employees or subcontractors and Consultant is

free to purchase additional insurance as may be determined necessary. If Consultant is a governmental entity, the Insurance Requirements Clause will be removed.

2.1. MINIMUM SCOPE AND LIMITS OF INSURANCE:

Consultant must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

2.1.1. Commercial General Liability – Occurrence Form

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

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Consultant.”

2.1.2. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

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

2.1.3. 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

In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Consultant warrants that any retroactive

date under the policy must precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

3. ADDITIONAL INSURANCE REQUIREMENTS:

The policies must include, or be endorsed to include, the following provisions:

3.1. On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by Consultant even if those limits of liability are in excess of those required by this Contract.

3.2. Consultant's insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

4. NOTICE OF CANCELLATION:

For each insurance policy required by the insurance provisions of this Contract, Consultant must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed to jessica.gonzalez@phoenix.gov.

5. ACCEPTABILITY OF INSURERS:

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

6. VERIFICATION OF COVERAGE:

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

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

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

7. SUBCONTRACTORS:

Consultants' certificate(s) must include all subcontractors as additional insureds under its policies **or** Consultant must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

8. 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.

**EXHIBIT D
CONTRACTOR'S INSURANCE CERTIFICATE**

EXHIBIT E
SPECIAL TERMS AND CONDITIONS

1. NON-ASSIGNABILITY:

This Contract is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Contract without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void

2. DRUG-FREE WORKPLACE ACT OF 1988:

The Consultant must comply with drug-free workplace requirements in subpart b of 2 cfr § 2429, which adopts the government-wide implementation (2 cfr part 182) of sections 5152-5158 of the drug-free workplace act of 1988 (pub. L. 100-690, title v, subtitle d; 41 u.s.c. 701-707).

3. RETENTION AND ACCESS TO RECORDS:

The CITY, HUD, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Consultant which are pertinent to any activity performed under this Contract as required under 2 CFR 200.333 et seq. and 24 CFR 570.502(7)(ii) for the purpose of making audit, examination, excerpts and transcriptions. The Consultant shall keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and for a period of at least three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The CITY's right of access is not limited to the retention period but lasts so long as the records are retained by the Consultant. The Consultant shall permit independent auditors access to its records and financial statements as necessary to comply with federal audit requirements.

4. AVAILABILITY OF FUNDS:

It is expressly understood by the parties hereto that this Contract has been negotiated and executed in anticipation of receipt of funds by the CITY from HUD pursuant to the CDBG Program and that therefore the terms, conditions and sums payable under this Contract are subject to any changes or limitation which may be required by the terms of the CDBG Program and any grant agreement entered into by the CITY in connection with the CD Grant.

5. CONSULTATION

The Consultant and the CITY hereby agree to consult with one another on a timely basis regarding any condition which may impact the performance of this Contract and which may arise during the term of this Contract.

6. CONTINUING LIABILITY:

The Consultant shall have continuing liability after the term of this Contract for any breach of this Contract, including failure to perform in accordance with the requirements of applicable Federal law and rules and regulations promulgated thereunder until after all complaints, investigations and sanctions, including those arising out of audits performed by the CITY, HUD or other authorized agencies are resolved. The Consultant shall be liable for any sanctions or requirements imposed at any time upon the CITY arising out of the Consultant's activities performed pursuant to this Contract.

7. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):

In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," Consultant agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Contract by any federal department, and agrees to comply with the requirements of 2 CFR Part 180 and 2 CFR Part 376.

8. TERMINATION for CAUSE and for CONVENIENCE:

(a) The CITY may terminate this contract in whole, or from time to time in part, for the CITY's convenience or the failure of the Consultant to fulfill the contract obligations (cause/default). The CITY shall terminate by delivering to the Consultant a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the CITY all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the CITY, the CITY shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Consultant to fulfill its obligations under the contract (cause/default), the CITY may (1) require the Consultant to deliver to it, in the manner and to the extent directed by the CITY, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Consultant shall be liable for any additional cost incurred by the CITY; and (3) withhold any payments to the Consultant, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the CITY by the Consultant. In the event of termination for cause/default, the CITY shall be liable to the Consultant for reasonable costs incurred by the Consultant before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

9. PROCUREMENT OF RECOVERED MATERIALS

a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Consultant shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Consultant shall procure items designated in the EPA guidelines that contain the highest percentage

of recovered materials practicable unless the Consultant determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which shall be determined the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Consultant purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Consultant: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

10. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014):

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

11. AUDIT:

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

12. CONFLICTS OF INTEREST:

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

- a. The Consultant shall maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- b. No employee, officer, or agent of the Consultant shall participate in the selection, or in the award, or administration of, a contact supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her

immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Consultant.

13. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:

2.1. CONTRACT WORKER BACKGROUND SCREENING:

Consultant agrees that all Consultant and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Consultant's sole cost and expense, unless otherwise provided for in the scope of work. Consultant's background screening will comply with all applicable laws, rules and regulations. Consultant further agrees that the background screening is necessary to preserve and protect the public health, safety and welfare.

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

2.2 BACKGROUND SCREENING RISK LEVEL:

The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require Consultant to incur additional contract costs to obtain background screens or badges. The current risk level and background screening required is **STANDARD RISK LEVEL**.

2.3 STANDARD RISK LEVEL: A standard risk background screening will be performed when the Contract Worker's work assignment will:

2.3.1. require a badge or key for access to City facilities; or

2.3.2. allow any access to sensitive, confidential records, personal identifying information or restricted City information; or

2.3.3 allow unescorted access to City facilities during normal and non-business hours.

2.4 REQUIREMENTS: The background screening for this standard 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 Contract worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire.

2.5 CONTRACTOR CERTIFICATION; CITY APPROVAL OF BACKGROUND SCREENING:

2.5.1. Unless otherwise provided for in the Scope, Consultant will be responsible for:

2.5.1.1. determining whether Contract Worker(s) are disqualified from performing work for the City for standard risk level background checks; and,

2.5.1.2. for reviewing the results of the background check every five years; and,

2.5.1.3. to engage in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and,

2.5.1.4. Submitting the list of qualified Contract Workers to the contracting department.

2.5.2. For sole proprietors, Consultant must comply with the background check for himself and any business partners, or members or employees who will assist on the contract and for whom the requirements of the Contract apply.

2.5.3. By executing this Contract, Consultant certifies and warrants that Consultant 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. Also, by executing this Contract, Consultant further certifies and warrants that Consultant has satisfied all background screening requirements for the standard risk background screening, and verified legal worker status, as required.

2.6. TERMS OF THIS SECTION APPLICABLE TO ALL CONTRACTOR CONTRACTS AND SUBCONTRACTS:

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

2.7. MATERIALITY OF BACKGROUND SCREENING REQUIREMENTS; INDEMNITY:

The background screening requirements are material to City's entry into this Contract 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 Contract, Consultant 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 Consultant. The background screening requirements are the minimum requirements for the Contract. The City in no way warrants that these minimum requirements are sufficient to protect Consultant from any liabilities that may arise out of Consultant's services under this Contract or Consultant's failure to comply with this section. Therefore, Consultant 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 Contract.

2.8. CONTINUING DUTY; AUDIT:

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

14. MANDATORY DISCLOSURES:

Consultant must disclose, in a timely manner, in writing to City all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Head Start award. If Consultant receives Federal funds in excess of \$10,000,000 for any period during the performance of this Contract it is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM). (See Appendix XII to 45 CFR Part 75). Failure to make required disclosures can result in any of the remedies described in 45 CFR § 75.371, including suspension or debarment. (See also 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

15. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

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

7. LOBBYING:

Consultant agrees to comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a requirement for contracting. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

8. POLITICAL ACTIVITY:

Consultant shall comply with the requirements of the Hatch Act which restricts political activity of individuals employed by recipient or sub-recipients whose principal employment is in connection with an activity that is financed in whole or in part by grants made by the Federal agency.

9. COMPETITIVE BIDDING:

If the purchase of supplies and equipment has been authorized in this Agreement, the Consultant shall procure all such items at the lowest practicable cost and shall purchase all non-expendable items costing \$1,000 or more and having a useful life of more than

one year, through a generally accepted and reasonable competitive bidding process. Any procurement in violation of this provision shall be considered a financial audit exception. The Consultant shall expend City funds in a manner that would serve the public interest and honor the public trust.

10. ACCOUNTING:

Consultant's accounting practices shall be in conformance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. Consultant shall maintain separate accounts for City funds awarded under this Contract.

11. ALLOWABLE COSTS:

Consultant shall comply with the following Cost Principles as applicable to determine the allowability of incurred costs for the purpose of reimbursing costs under the Contract terms and conditions. Consultant certifies that funds received under this Contract will be expended to achieve the purposes of this Contract and to meet costs defined as allowable by the federal funding agency or the following federal guidelines:

- OMB Circular A-21 for educational institutions
- OMB Circular A-87 for State, local and Indian Tribal Governments OMB Circular A-122 for Non-Profit organizations
- 48 CFR Chapter 1-31.2 for Commercial Organizations

12. SUBSTANTIAL INTEREST DISCLOSURE:

12.2. Consultant shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Consultant's organization or with which Consultant (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Consultant has made a full written disclosure of the proposed payments, including amounts, to the City.

12.3. Lease agreements, rental agreements, or purchase of real property covered by Paragraph A of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

12.4. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

13. COST OR PRICING DATA CERTIFICATION:

By signing this Contract, any amendment thereto, or other official form, Consultant certifies, to the best of Consultant's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, if the City finds that the price was increased because the cost or pricing data furnished by Consultant was inaccurate, incomplete or not current as of the date of certification, the City will readjust the price to exclude any

significant amount. Such adjustment by the City may include overhead, profit or fees. When the Contract rates are set by law or regulation, the certifying of cost or pricing data does not apply.