



City of Phoenix

North Fifth Avenue Parcel Sale and Redevelopment Request for Proposals (RFP) RFP-CED20-NFA

Schedule

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	September 29, 2020
Pre-Proposal Meeting (9:00 a.m.)	October 15, 2020
Submittal of Written Questions Deadline (11:00 a.m.)	October 29, 2020
Responses to Written Questions	November 6, 2020
Proposal Deadline (11:00 a.m.)	December 4, 2020
Short Listing, if applicable	January 2021
Proposer Interviews, if applicable	January 2021
Negotiations with Recommended Proposer	February 2021
Award Recommendation to Phoenix City Council	Spring 2021

Submit proposals and requests for alternate formats to:

Gretchen Wolfe, Procurement Officer
City of Phoenix

Community and Economic Development Department
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611

Telephone: 602-495-0747 (7-1-1 Friendly)
procurement.request.ced@phoenix.gov

<https://solicitations.phoenix.gov/Solicitations/Details/829>

This RFP does not commit the City to award any contract. All dates subject to change.

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I. RFP PROCESS

A. Introduction

The City of Phoenix (City), through its Community and Economic Development Department (CEDD), invites sealed proposals for the disposition and redevelopment of the parcel located at 814 N. 5th Avenue in downtown Phoenix (**Site**). A Site Map is included in this RFP as **Attachment E**.

This RFP seeks market-viable development proposals that: 1) make the best use of the Site; 2) are consistent with the City Council-approved Downtown Phoenix: A Strategic Vision and Blue Print for the Future ([Downtown Strategic Plan](#)) and [Progress Update](#); and 3) contribute to the creation of a dense, vibrant, urban mixed-use area that is the center for commerce and urban living.

By inviting this disposition, the City seeks to further implement its Downtown Strategic Plan by maximizing the return on the \$4.6 billion in public and private capital that has been invested in downtown Phoenix over the past decade; and maximize revenue and return to the City.

Downtown Phoenix is the financial, government and legal center of Arizona and home to the 3 largest banks in the state, as well as the Arizona State University Downtown Campus. The Downtown Core has more than 8 million square feet (SF) of private office space, most of which is located a few short blocks from Valley Metro Light Rail stations. Currently, approximately 61,500 employees in more than 4,000 businesses exist in the Downtown area. The Downtown Core has experienced significant renewal over the last decade, including a multifamily market that has expanded significantly as people seek to live in urban environments. A broader description of Phoenix and Downtown Phoenix, including major employment, government, biomedical research, retail, entertainment, hospitality and residential uses, as well as recent development activity is posted on the [City's website](#).

B. Minimum Qualification

The minimum purchase price is \$345,000, the appraised value of the Site as of July 7, 2020. The appraisal is available at the [RFP Webpage](#). Any proposal submitted with a proposed purchase less than this minimum will be deemed non-responsive and disqualified.

C. Pre-Proposal Meeting

Proposers are strongly encouraged to attend the pre-proposal meeting at the date and time listed on page 1 via Webex or conference call. The purpose of this meeting is to review this RFP and respond to questions. Please email procurement.request.ced@phoenix.gov to register for this meeting.

D. Proposer Questions and Notification

Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP will not be cause for waiver of any portion of the RFP or subsequent contract.

All questions about this RFP must be submitted in writing no later than the deadline listed on page 1 to procurement.request.ced@phoenix.gov. Please list the name of this RFP in the subject line when submitting questions. All written questions received by the deadline will be responded to in a written addendum and posted on the [RFP Webpage](#).

E. Changes to the RFP

Changes to this RFP will be in writing as an addendum and posted on the [RFP Webpage](#). The City is not responsible for any oral instructions given by any City employee, consultant, or official regarding RFP instruction, specifications, or documents.

Although registered pre-proposal meeting attendees, and potential proposers who request such notification in writing, will be notified by email when documents related to this RFP are available on the [RFP Webpage](#), proposers are responsible for obtaining any and all information posted on the website.

F. Proposal Guarantee

Each proposal **must be accompanied by a \$10,000 proposal guarantee** in the form of a cashier's check, payable without condition or restrictive endorsement, to the City of Phoenix. Each proposer's proposal guarantee must be submitted in a separate sealed envelope along with the proposal. Proposal guarantees of unsuccessful proposers will be refunded, without interest, immediately after the business opportunity has been formally awarded by the Phoenix City Council or after all proposals are rejected. An unsuccessful proposer may request the refund of its proposal guarantee after the award recommendation has been posted; however, any unsuccessful proposer making such a request will be removed from further consideration for award of the contract resulting from this RFP.

The successful proposer's proposal guarantee becomes non-refundable upon Phoenix City Council approval of the business terms of its proposal. The successful proposer's proposal guarantee will be credited to the purchase price, or if the successful proposer fails to execute the contract in a timely manner, the proposal guarantee will be forfeited as liquidated damages.

II. BUSINESS OPPORTUNITY

A. Site Description

This Site provides an opportunity for proposers to design and construct an infill development in the downtown Historic Roosevelt Neighborhood, which has experienced a resurgence of urban living and vitality. Key strengths of the Site include its location, its proximity to light rail, and an opportunity to add a new development in an emerging urban residential market. The Site is comprised of Assessor's Parcel Number (APN) 111-39-121 and totals approximately 7,000 square feet (SF) or approximately 0.16 acres.

A survey showed an owner of the property located at 818 North 5th Avenue, also known as the Teapot Property, installed a block wall and other physical improvements that encroach on the northern portion of the Site. The City has entered into an agreement with the Teapot Property owner for treatment of the encroachment. This agreement is posted on the [RFP Webpage](#). The owner will procure independent bids from Arizona-licensed contractors for the removal of all encroachments and restoration of grounds on the Site, and will deposit funds in escrow to cover these costs based on the lowest bid plus an additional 10% to account for increasing cost of construction. The bids will be posted on the [RFP Webpage](#) when available. The successful proposer will be entitled to these escrow funds upon purchase of the Site.

1. Zoning

The Site is zoned Downtown Code – Roosevelt South Character Area Historic Preservation (Chapter 12, Section 1219 of the Phoenix Zoning Ordinance, posted at codepublishing.com/az/phoenix/). The intent of the Downtown Code is to provide a physical environment necessary to create a pedestrian-oriented, dynamic urban center with an authentic sense of place. The intent of the Roosevelt South Character Area is to serve as a gateway to the historic Roosevelt North Character Area and as an oasis for pedestrians from adjacent high-rise and high-density areas. The Roosevelt South Character Area is a mixed-use neighborhood that has retained its residential character. Adaptive re-use of older and historic homes is beginning to provide distinctive shopping and dining along tree-lined streets creating a highly desirable, walkable neighborhood.

2. Utilities

The Site is served by City water and sewer, Southwest Gas (natural gas) and Arizona Public Service (electric power). Information regarding the Site's utility infrastructure for City services is provided below.

- a. Water
 - Existing infrastructure
 - 12” line in 5th Avenue

- b. Sewer
 - Existing infrastructure
 - 8” line in the alley west of the Site
 - 4” sewer tap
 - If proposed use is not a single-family home on a single lot, sewer service must be increased to at least 6”

B. Surrounding Area

The Site is in the Historic Roosevelt Neighborhood, a predominately residential downtown neighborhood with a unique mix of historic single-family residences, live/work properties and small-scale office uses. The neighborhood’s general boundaries are McDowell Road, Fillmore Street, Central and Seventh Avenues. The neighborhood dates to an era between 1893 and 1930 and is the first downtown Phoenix neighborhood to receive historic distinction. The Historic Roosevelt Neighborhood was designed in the typical streetcar style of its time, with period revival and bungalow homes, many of which remain residences with an aesthetic that is true to its original design. Many homes have been converted to businesses, mostly law firms, non-profits, small-scale offices, and restaurants.

Just north of the Site is Roosevelt Row, the main arts corridor of the Roosevelt Row Arts District, a prominent arts and culture district unique to downtown Phoenix, with a mix of local businesses, shops and galleries, that hosts the popular First Friday events. Additional amenities near the Site include access to light rail, Interstate 10, Burton Barr Central Library, and Margaret T. Hance Park. The area’s primary neighborhood organization is the Roosevelt Action Association.

Existing uses in the immediate vicinity of the Site include the following.

- North – Coffee shop
- East – Fifth Avenue, multifamily residential
- South – Parking lot
- West – Alley, multi-family residential

C. Historic Preservation Context

As part of the Roosevelt Historic District, the Site is subject to historic designation requirements. Proposers must follow all Historic Preservation Office (HPO) guidelines and requirements regarding the design review process. Proposers are encouraged to present proposals that are as compatible with district’s character as closely possible. Additional historic preservation information is available at phoenix.gov/pdd/historic-preservation.

D. Transit-Oriented Development Design

Valley Metro, a regional transit agency, manages 2 distinct transit systems: Regional Public Transportation Authority (RPTA) and Valley Metro Rail. The Site is served by both light rail (the Roosevelt Arts District Light Rail Station is approximately a 10-minute walk from the Site) and bus service (stops are located along 7th Avenue and Fillmore Street).

The incorporation of transit-oriented development (TOD) design elements is required through the regulations in the Downtown Code. In general, TOD means ensuring access to and from transit is walkable and accessible through an environment that is human-scaled. TOD provides a mix of compatible and complementary land uses that facilitate transit ridership and provide streets that have a high level of connectivity with small blocks and with buildings and uses that cater to pedestrians.

E. Desired Project

This Section details the “Desired Project” that will result from a successful proposal and lists specific considerations that should be addressed in proposals. Proposers should review all referenced materials.

The Desired Project should:

1. Create an appropriate project in downtown Phoenix that capitalizes on its prominent urban location and be designed to match the surrounding character of this historic district. The innovative design should create functional and appropriate transitions to buildings adjacent to the Site. Ideally, the project will provide owner-occupied residential development; however, the City will consider other types of appropriate development proposals.
2. Create enhanced pedestrian-oriented amenities promoting walkability, with pedestrian links and bicycle facilities. TOD concepts should be a focus, assuring the proposed development provides a mix of compatible and complementary land uses that facilitate urban living, and may include office, retail, restaurant, residential, civic space or other compatible urban uses.
3. Be consistent with the Downtown Strategic Plan and Update referenced in **Section II**, the [Downtown Code](#), and all other applicable regulations, guidelines and adopted plans, including the [Complete Streets Program](#), the [Bicycle Master Plan](#), the [Tree and Shade Master Plan](#), the [Accessibility Requirements for Residential Occupancies Guideline](#) and the goals identified in [The Roosevelt Neighborhood Special District Plan](#).

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4. Provide tangible public benefits, beyond the purchase price, which may include one or more of the following if the project is not owner-occupied residential: net new jobs, business opportunities, bike racks, pet-friendly spaces, retail uses, and/or public art.
5. Be initiated and completed within a reasonable time period acceptable to the City. It is the City's desire that the proposed development be completed in the shortest timeframe possible.
6. Incorporates and implements elements of sustainability into the design, construction, and maintenance of the proposed project. A wide range of sustainability programs and concepts can be found at phoenix.gov/sustainability and new development sustainability-related design elements are outlined in the Downtown Code, Sections 1223-1224.
7. Aligns with the goals of the downtown community and adjacent neighborhoods. There are several neighborhood and community organizations in downtown Phoenix. A list of active neighborhood and community groups is available at <https://nsdonline.phoenix.gov/>.
8. Requests minimal, if any, City assistance and provides maximum return to the City. The City may select to participate in projects that create a significant amount of public benefit, such as public infrastructure above and beyond what would be necessary for the proposed project. Currently there is no identified or guaranteed City funding for this project.

III. PROPOSAL INSTRUCTIONS

A. Delivery of Proposals

Each proposer must submit the following in a **sealed package** marked with the proposer's name and the name of this RFP:

- 1 original proposal,
- 7 color copies of the proposal
- 1 e-copy of the proposal on a flash drive or CD, and
- 1 proposal guarantee as specified in **Section I (F)**.

Proposals must be submitted by the deadline to the address listed on page 1. **Proposals received after the deadline will be disqualified as non-responsive.**

B. Form of Proposals

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

any kind, are subject to disqualification.

Each proposal must be compiled and tabbed as described below in a loose-lead three-ring binder and each page of the proposal must be numbered. Proposers are encouraged to limit their proposals to no more than 25 double-sided letter-size pages, excluding the items listed for Tab 1.

Each proposal should include the following:

1. Tab 1 – General Information

- a. Executed Affidavit (**Attachment A**)
- b. Conflict of Interest and Solicitation Transparency Disclosure Form (**Attachment B**)
- c. Executive Summary (maximum 2 pages)

Provide a concise summary and narrative of the overall proposal. Proposers must note in the Executive Summary if someone other than the person listed on Attachment A will serve as the proposer's contact person for the proposal. If the proposer is a joint venture, the Executive Summary must identify the lead developer.

2. Tab 2 – Concept to Activate the Site

- a. Completed Development Details Form (**Attachment C**)
- b. A narrative description of the proposed development that includes an explanation of how the proposed project is consistent with the Desired Project described in **Section II (E)** and details for the operation and management of the proposed project after completion of construction. If the proposed project is residential in nature, this description should include details on the dwelling unit types as well and indicate any affordable/income restricted units to be included.
- c. Documentation of the proposed development's feasibility, including:
 - 1) Research/market demand data that supports the proposed project.
 - 2) Method of property control or acquisition for the Site.
 - 3) Letters of interest from potential tenants/buyers/operators for the proposed project, if applicable.
 - 4) A reasonable project budget that provides sufficient project cost detail, including construction costs, soft costs and contingencies.
 - 5) An operating pro forma for the proposed project, including all revenues, expenses, debt service, taxes, and other assessments.

- d. Conceptual building elevations and a conceptual site plan, depicting any applicable phasing.
- e. A project timeline that includes major milestones and addresses all phases of the project including site acquisition, planning and design, entitlements, plan review, permits, construction, occupancy and/or lease-up for the proposed development. Proposers should use reasonable assumptions to propose a realistic timeline.
- f. A construction mitigation plan that identifies potential impacts to transit, commercial, and residential neighbors and outlines a viable mitigation strategy.

3. Tab 3 – Return to the City

- a. Proposed Purchase Price (**Attachment D**)
- b. A description of the economic, fiscal, employment and other tangible public benefits generated by the proposed development.
- c. Specify any requested City assistance, including details such as the type of assistance, length of agreement term, commencement and completion dates, etc. Any requests for City assistance must:
 - Be limited to assistance the City can reasonably accommodate,
 - Be clearly and quantitatively demonstrated to be less than the public benefit generated by the proposed development, and
 - Fill a clearly described financial gap.

4. Tab 4 – Qualifications and Experience of Proposer

- a. Detail and describe the proposed development team and demonstrate a track record of successfully financing, developing, completing and managing comparable projects, locally and/or nationally, including:
 - Clearly identify the key individuals, companies and organizational structure of proposer.
 - Clearly identify roles and responsibilities of all proposed development team members.
 - Cite proposer’s experience successfully developing other projects of similar scale and complexity, locally and nationally, including the roles and responsibilities of proposer’s team members, and provide contact information for references for these projects.

- b. Provide clear and compelling information to demonstrate proposer's financial capacity to execute and complete the proposed development successfully.
- Describe a clear strategy to fund all proposed development costs.
 - Specify and clearly describe all sources, types and amounts of equity, financing, grants and other funding sources for the proposed development.
 - Provide documentation from potential lenders of interest in the proposed development.
 - Cite other projects in which the proposer has successfully worked with the proposed equity/financing/granting entities.
 - Provide evidence of financing for prior developments.
 - If tax credits are part of the proposed financing plan, provide evidence of experience in applying for and being awarded tax credits.

IV. PROPOSAL EVALUATION

CEDD will perform an administrative review of proposals for responsiveness. This review will focus on accurate and complete submission of proposals based on the RFP requirements. CEDD reserves the sole right to determine the responsiveness of proposals.

A. Evaluation Panel

If applicable, the CEDD Director will appoint an evaluation panel to review the proposals and recommend a proposer to be awarded the contract resulting from this RFP. The CEDD Director may accept this recommendation and forward it to the Phoenix City Council or reject it.

The evaluation panel may interview all the proposers or a short list of proposers, or the evaluation panel may evaluate the proposals solely on the materials submitted by the proposal deadline. If a short list process is used, the evaluation panel will use the evaluation criteria established in this RFP to identify the proposers most likely to be successful in the evaluation process. The short-listed proposers may then be scheduled for interviews with the evaluation panel. If interviews are conducted, the evaluation panel may consider information from the interviews that clarifies the materials submitted.

The evaluation panel will determine a consensus score for each evaluation criterion, which will then be added together to determine a total consensus score for each proposal.

B. Evaluation Criteria

The evaluation panel will review the information submitted in the proposals to

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address the requirements listed in the corresponding tabs of **Section III (B)**. All responsive and responsible proposals will be evaluated based on the following criteria. This is a best-value-to-the-City procurement, which means the evaluation panel will look at all factors, not just financial return to the City, in selecting the recommended proposer.

- 1. Concept to Activate the Site (0-400 points)**
- 2. Return to the City (0-350 points)**
- 3. Proposer's Qualifications & Experience (0-250 points)**

V. GENERAL TERMS AND CONDITIONS OF PROPOSAL

A. Solicitation Transparency Policy

Commencing on the date and time this RFP is published, potential or actual proposers including their representatives, employees, agents, proposed partners, subcontractors, joint venturers, members, or any of their lobbyists and attorneys (collectively for this **Section V (A)** only, the proposer), may only discuss matters associated with this 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 is awarded or all proposals are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, proposers may continue to conduct business unrelated to this solicitation with the City.

A proposer may discuss its proposal or this RFP with the Mayor and/or one or more members of the Phoenix City Council, provided such meetings are: 1) scheduled through the Procurement Officer identified on page one; 2) conducted in person at 200 West Washington, Phoenix, Arizona, 85003; and 3) 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 will identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful proposer, 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 evaluation panel or selecting authority must be provided in writing to all prospective proposers.

This policy is intended to create a level playing field for all proposers, assure contracts are awarded in public, and protect the integrity of the selection process.

“To discuss” means any contact by a proposer, regardless of whether the City responds to the contact. The City interprets the policy as continuing through a cancellation of a solicitation until City Council award of the contract, as long as the City cancels with a statement that the City will reissue the solicitation. **Proposers that violate this policy will be disqualified.**

B. Materials Submitted

All materials submitted by proposers become property of the City and a matter of public record available for review pursuant to Arizona law. Each proposer must mark any information submitted as part of its proposal that the proposer deems confidential or proprietary (collectively Confidential Information). If the City receives a request to review or disclose such Confidential Information, the City will provide the proposer written notice of the request to allow the proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The proposer must obtain and deliver to the Procurement Officer a court order within seven calendar days of the date of the City’s written notice. If no court order is issued and received by the Procurement Officer within the seven-day period, the City may disclose or allow the review of such Confidential Information. If a proposer intends to seek a Court Order to shield its Confidential Information, the protest period will be extended the same number of calendar days to allow for this process.

C. Award Recommendation

When the award recommendation is posted on the [RFP Webpage](#), the procurement file for this RFP will be available for proposers and the public to review. The procurement file consists of all proposals, the RFP and all addenda, advertising documents, agendas, meeting minutes, presentations (if any), signed conflict of interest statements by evaluation panel members, and evaluation panel consensus scoring.

D. Negotiations

Once the award recommendation has been posted, the City may negotiate business terms with a proposer. The Procurement Officer will provide the recommended proposer with written authorization to negotiate with specific City staff. Communication between the recommended proposer and any City staff or City officials not authorized by the Procurement Officer will still be subject to the Solicitation Transparency Policy listed in **Section V (A)**.

The commencement of negotiations does not commit the City to accept all the terms of the proposal and negotiations may be terminated by the City at any time. These negotiations may result in minor or material changes to the proposal, including both the business terms and the proposed development. Successful negotiations will result in an award recommendation to the City Council and a

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“Letter of Intent” stating the City’s intent to enter a contract with the recommended proposer on specified business terms. Following required approvals, City-drafted contracts addressing business terms and performance benchmarks will be entered between the parties.

City staff alone are responsible for negotiating business terms with recommended proposers. **The terms and conditions of any contract resulting from this RFP process are subject to approval by the Phoenix City Council.**

E. Community Involvement

The recommended proposer must seek community input as needed and make reasonable efforts to address, incorporate or respond to community input.

F. City’s Reservation of Rights

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

1. Waiving any defects or informalities in any proposal or proposing procedure;
2. Accepting or rejecting any or all proposals or any part of any or all proposals;
3. Canceling the RFP in part or in its entirety;
4. Reissuing the RFP with or without modification;
5. Negotiating with any qualified proposer;
6. Extending the deadline for proposals; and/or
7. Requesting additional information from any or all proposers.

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

The City reserves the right to disqualify any proposer that fails to provide information or data requested herein or that provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the City. This disqualification is at the sole discretion of the City. By submission of a proposal hereunder, the proposer waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council, 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.

Additionally, any proposer or any member or affiliate of a proposing team that currently contracts with the City must be in good standing for its proposal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

H. Preparation Costs

Under no circumstance will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of a contract.

I. Additional Investigations

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any proposer submitting a proposal, including, without limitation, information provided by former employees and/or creditors.

J. Proposer Certification and Affidavit

By submitting a proposal, each proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Any proposer unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and -502, the City will require any successful proposer that submits its proposal as a sole proprietorship or as an individual to complete the [Affidavit of Lawful Presence](#) prior to the award of any contract resulting from this process.

K. Covenant Against Contingent Fees Paid by Proposer

By submitting a proposal, the proposer certifies it has not employed or retained any person or company, other than a member of its proposed team or a bona fide employee working solely for the proposer, to solicit or secure the contract described in this RFP, and that no contract has been made to pay the proposer or any member of its team any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or execution of such contract. For breach or violation of this certification, the City will have the right to annul any contract entered into with a proposer as result of this RFP without liability, or in its discretion to deduct the contract price or consideration, or otherwise, recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

L. No Gratuities

Proposers may not offer any gratuities, favors, or anything of monetary value to any official or employee of the City nor its advisors for the purposes of influencing this selection. Any attempt to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, is grounds for disqualification.

M. Protests

A proposer that submits a proposal that is disqualified may challenge the disqualification by filing a protest within 7 calendar days of the date of the City's notice of disqualification.

An unsuccessful proposer may challenge an award recommendation by filing a protest within 14 calendar days after the award recommendation has been posted on the [RFP Webpage](#). Proposers that have had their proposals disqualified may not protest an award recommendation.

All protests must be in writing, filed with the Procurement Officer listed on page 1, and include all of the following:

1. Name of the RFP challenged;
2. Name, address and telephone number of the protester;
3. Detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
4. Form of relief requested; and
5. The signature of the protester or its legal representative.

The CEDD Director, or the Director's designee, will not review any supplements or amendments to a proposer's original protest or any additional protests submitted by the same proposer. The CEDD Director, or the Director's designee, will issue a written decision within a reasonable period of the protest filing. The Procurement Officer may provide copies of the protest and the written decision to the proposer recommended for contract award.

VI. STANDARD CONTRACT PROVISIONS

The submission of a proposal in response to this RFP constitutes the proposer's agreement that any contract resulting from this RFP will be prepared by the City. The submission of a proposal further constitutes the proposer's agreement that it will not insist on the use of standard contracts, documents, or forms, and that it waives any demand for the use of its standard contracts. Pursuant to the City Charter, the language of the contract to be executed will be drafted under the supervision of the City Attorney and will be the controlling document.

A. Indemnification

Proposers must indemnify, defend, save and hold harmless the City and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible

property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of proposer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee will, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by proposers from and against any and all claims. It is agreed that the proposer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Incorporated into any contract that is entered into with the City will be the requirement that the proposer, at its sole cost and expense, will and does hereby indemnify, defend and hold the City harmless from and against any challenge, whether administrative, judicial or otherwise, by any person or entity, to the City's execution or performance under said contract, which indemnification will survive the expiration or earlier termination of said contract.

B. Insurance Requirements

The successful proposer must procure and maintain until all of its obligations have been discharged, including any warranty periods under the future contracts are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the proposer, its agents, representatives, employees or subcontractors. Insurance requirements will be outlined within the contract that results from the selection of a successful proposal.

C. Legal Worker Requirements

The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any contractor that fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, each proposer agrees by submitting a proposal that:

1. The proposer and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214 (A).
2. A breach of a warranty under paragraph 1 will be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
3. The City retains the legal right to inspect the papers of the proposer or subcontractor employee(s) that work(s) on this contract to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

D. Applicable Law

Any and all disputes arising under any contract to be negotiated hereunder or out of the proposals herein called for will be governed according to the laws of the State of Arizona, and the proposer agrees that the venue for any such action brought to enforce provisions of the contract will be in the State of Arizona.

E. Organization Employment Disclaimer

Any contract entered into as the result of this RFP will not constitute, create, give rise to or otherwise recognize an agreement or relationship, partnership or formal business organization of any kind between the City and the proposer as contractor, and the rights and obligations of the parties will only be those expressly set forth therein. The recommended proposer will be required to agree as part of any contract entered into as the result hereof, that no person supplied by it in the performance of the contract is an employee of the City, and further agree that no rights of the City's Civil Service, Retirement or Personnel Rules accrue to any such persons. Any contracting party will have the total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation and occupational disease compensation insurance unemployment compensation, other benefits and taxes and premiums appurtenant thereto concerning such persons provided by such party in the performance of the contract, and will save and hold the City harmless with respect thereto.

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Attachment A
AFFIDAVIT

Assurances

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

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

1. The City is relying on proposer's submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting agreement.
2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.
3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.
4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any proposer errors or omissions.
5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.
7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.
8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer's proposal or the RFP process.
9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.
10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
11. To the best of the proposer's knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

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Legal Status

1. Proposer intends to operate the business as (check one):

- | | | | |
|------------------------------------|-----|----------------------|-----|
| Corporation* | () | Non-Profit 501(c)(3) | () |
| Government Entity | () | Partnership* | () |
| Limited Liability Corporation* | () | Sole Proprietorship | () |
| Other (Please describe: _____) () | | | |

Identify the members, if LLC, partners, if a partnership, or officers, if a corporation, of the proposer (add lines as needed).

For the purpose of this RFP, addenda and exhibits, any questions regarding the principals are referring to the officers, partners and members as disclosed.

2. In the past 10 years, have you personally, or any business with which you have been involved, been declared bankrupt, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, court jurisdiction, case name, case number, amount of liabilities, amount of assets and the status of each occurrence. **Yes () No ()**
3. Has the proposer or any of its principals or its principal's affiliates been declared to be in default under any obligation to or contract with the City? If "Yes," please provide details concerning the nature of the default, including the City contract number. **Yes () No ()**
4. Are there any pending liens, claims or litigation in excess of \$500,000 involving proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors? If "Yes," provide detailed information regarding complaints. **Yes () No ()**
5. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors, been involved in any lawsuits in the past 10 years? If "Yes," provide list. **Yes () No ()**
6. Has the proposer's or any of its principals or its principals' affiliate's contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 10 years? If "Yes," provide name, location, and date of the contract(s). **Yes () No ()**
7. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer's principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings. **Yes () No ()**

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References

Proposer shall furnish the names and contact information for 3 clients for whom the proposer is furnishing or has furnished services similar to those described in this RFP. Do not list City of Phoenix employees or officials as references.

1. Company and Reference Name: _____

Telephone and E-Mail: _____

2. Company and Reference Name: _____

Telephone and E-Mail: _____

3. Company and Reference Name: _____

Telephone and E-Mail: _____

Signature(s)

Proposer's Legal Name: _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

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

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

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

NOTARIZED

Signed and sworn before me this _____, day of _____, _____

Notary Signature: _____ Affix Seal:

My Commission Expires: _____

Attachment B
**CONFLICT OF INTEREST AND SOLICITATION TRANSPARENCY DISCLOSURE
FORM**

Each proposer shall complete, sign, and submit this form with its proposal. Any proposal received without this completed and signed form will be disqualified as non-responsive.

1. First Name, Middle Initial, Last Name, Suffix of Proposer’s Authorized Representative (person submitting this disclosure form and submitting the proposal)

2. Contract Information

North Fifth Avenue Parcel RFP-CED20-NFA

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

4. List all individuals(s) or entity(ies) that are partners, parent companies, joint venturers, 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, list “N/A.”

5. List all individuals or entities that will be subcontractors on this Contract, including each business name and the owner’s name, or list “N/A” if no subcontractors will be used on this Contract or “TBD” if subcontractors have not yet been identified.

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6. List all attorneys, lobbyists, or consultants retained by any individuals listed in the answers to Questions 3, 4, or 5, assisting with this proposal and/or with securing the contract resulting from this solicitation. If none, list “none.”

7. Disclosure of Conflict of Interest:

Is the proposer or the proposer’s authorized representative aware of any fact(s) with regard to this solicitation or the resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34? City Code Section 43-34 reads:

“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.”

- The proposer and the proposer’s authorized representative are not aware of any conflict(s) of interest under City Code Section 43-34.
- The proposer or the proposer’s authorized representative is aware of the following potential or actual conflict(s) of interest:

8. Notice Regarding Prohibited Interest in Contracts:

[Arizona Revised Statutes \(A.R.S\)](#) Sections 38-501 through 38-511 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.

Although any contract in place at the time a person becomes a public officer or employee may remain in effect, the contract may not be amended, extended,

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modified, or changed in any manner during the officer's or employee's city service without following city administrative regulations.

Is the proposer or the proposer's authorized representative aware of any fact(s) with regard to this solicitation or the resulting contract that would raise a "conflict of interest" issue under A.R.S. Sections 38-501 through 38-511?

- The proposer and the proposer's authorized representative are not aware of any conflict(s) of interest under A.R.S. Sections 38-501 through 38-511.
- The proposer or the proposer's authorized representative are aware of the following conflict(s) of interest:

9. Solicitation Transparency Policy (No Contact with City Officials or Staff During RFP Process) Acknowledgements:

- The proposer and the proposer's authorized representative understand that a person or entity seeking or applying for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting City officials and employees, other than the listed Procurement Officer, regarding a business opportunity after a solicitation has been posted.
- This "no-contact" provision only concludes when the contract resulting from this solicitation 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 established by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, as well as in Section V of this solicitation, by a proposer, or its agents, will lead to **disqualification**.

10. Fraud Prevention and Reporting Policy Acknowledgement:

- The proposer and the proposer's authorized representative acknowledge that the City has a Fraud Prevention and Reporting Policy and takes fraud seriously. The proposer or the proposer's authorized representative shall report fraud, suspicion of fraud, or any other inappropriate action to the Phoenix Integrity Line at 602-261-8999 or 602-534-5500 (TDD); or via email to 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 business partners to report wrongdoing or bad behavior.

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Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

The proposer's authorized representative affirms 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 solicitation process or the resulting contract, particularly as it relates to any changes in ownership, the proposer agrees to update this form with the new information within 30 days of such changes. Failure to do so may result in the disqualification of a proposal or be deemed a breach of contract resulting from this solicitation.

Printed Name and Title of Authorized Representative

Authorized Representative's Signature

Date

Proposer's Legal Name (and DBA, if applicable)

Attachment C
DEVELOPMENT DETAILS

Name of proposer: _____

Each proposer must complete and submit this form with its proposal.

- Gross Square Footage (SF): _____
- Commercial SF: _____
- Office SF: _____
- Residential SF: _____
- Other SF (detail): _____

- Number of Residential Units: _____
- Number of Units by Residential Type:
 - Rental Units: _____
 - For Sale Units: _____
- Number of Units by Market Type:
 - Affordable/Income-Restricted: _____
 - Market Rate: _____
 - Mixed-Income: _____

- Number of Hotel Rooms: _____

- Number of Parking Spaces: _____
 - Number of Parking Spaces for Public Use: _____

- Number of Buildings: _____
- Building Height(s) (feet and stories): _____

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

- Estimated Value of Project: _____

Attachment D
PROPOSED PURCHASE PRICE

Name of proposer: _____

Each proposer must complete and submit this form with its proposal. The City will not be responsible for any proposer errors or omissions.

Proposed Purchase Price \$ _____

Attachment E
SITE MAP

