

**CITY OF PHOENIX, ARIZONA
 WATER AND WASTEWATER SYSTEM
 REVOLVING CREDIT FACILITIES
 Request for Proposals (RFP)
 RFP22-FINTD-001**

Schedule

ACTIVITY (All times are local Phoenix time)	DATE	LOCATION
Solicitation Issue Date	February 1, 2022	Not Applicable
Written Inquiries Due Date	February 7, 2022 by 1:00pm	Email to vesta.blackwell@phoenix.gov
Responses to Written Questions	February 11, 2022	Not Applicable
Proposal Submittal by 3:00 p.m.	<p style="text-align: center;">Submittal Options:</p> <ul style="list-style-type: none"> • Electronic (via email) • In-person (mailed) <p style="text-align: center;">(Select one option only)</p> <p style="text-align: center;">Due to the COVID-19 pandemic, the City is not holding Public Bid Openings</p>	
In-Person/Mailed Submittals	February 23, 2022 by 3:00pm	<p style="text-align: center;">Submit one original and one electronic copy (either CD or portable drive) City of Phoenix Finance Dept, Procurement Division 251 W. Washington St., 8th Floor Phoenix, AZ 85003, Attn: Vesta Blackwell NOTE: Access to City buildings is by appointment only. Please email vesta.blackwell@phoenix.gov to schedule an appointment to submit an offer in person, by or before the Offer Due Date and time.</p>
Electronic Submittals (via Email)	February 23, 2022 by 3:00pm	<p>Email submittals to vesta.blackwell@phoenix.gov, bemis@montaguederose.com, mccullough@montaguederose.com Note: for this method, only an electronic copy is required (no paper copies)</p>
Award Revolver	March 8, 2022	Not Applicable

Submit proposals and requests for alternate formats to:

Vesta Blackwell, Procurement Officer
 City of Phoenix, Treasury & Debt Management
 251 W. Washington St., 8th Floor
 Phoenix, Arizona 85003
vesta.blackwell@phoenix.gov

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

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SCHEDULES

- Schedule A – Water Revolving Credit Facility - Fee Proposal Form
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- Schedule C – Water and Wastewater Revolving Credit Facility – Fee Proposal Form

EXHIBITS

- Exhibit A - City of Phoenix Water Services Department Appendix A
- Exhibit B – City of Phoenix Wastewater Services Department Appendix A
- Exhibit C - Draft City Revolving Credit Agreement for Water System
- Exhibit D – Draft City Revolving Credit Agreement for Wastewater System

FORMS

- Conflict of Interest and Solicitation Transparency

1. INSTRUCTIONS

Capitalized terms not specifically defined herein shall have the meaning ascribed to such terms in the draft City Revolving Credit Agreements, copies of which is included as Exhibits C and D.

A. Summary

The purpose of the planned Water and Wastewater System Short-Term Debt Programs (the “2022 Short-Term Debt Programs”) of the City of Phoenix, Arizona (the “City”) are to provide interim financing for improvements to the City’s water and wastewater systems. The water and wastewater systems are more particularly described in Section B below. The City is seeking revolving credit facilities for the City of Phoenix. Proposers may submit bids for up to three different options:

- 1) Water System; and/or
- 2) Wastewater System; and/or
- 3) Water and Wastewater Systems

The 2022 Short-Term Debt Programs are expected to have a capacity of \$200 million for each program (i.e. \$200 million for the Water System Short-Term Debt Program and \$200 million for the Wastewater System Short-Term Debt Program). Each 2022 Short-Term Debt Program will include one or more Revolving Credit Facilities (each a “RCF”).

Any 2022 Short-Term Debt would be issued through the City of Phoenix. Any 2022 Water RCF draws would be payable from Junior Subordinate Lien Revenues of the Water System and any 2022 Wastewater RCF draws would be payable from Junior Subordinate Lien Revenues of the Wastewater System. This pledge will be subordinate to the presently outstanding Senior Lien Obligations and Junior Lien Obligations for Wastewater and Junior Lien Obligations for Water.

Pursuant to this Request for Proposals (“RFP”), the City seeks proposals from financial institutions that satisfy the minimum qualifications described in Part 2 below and are interested in providing an RCF.

The City will not consider joint proposals or proposals from syndicates.

B. Water System Background

The City owns and operates, through its Water Services Department (the “Department”), the Water System. The Water System is operated as a financially self-supporting municipal utility service. The City began municipal water utility operations in 1907. For years, the City received surface water from the Verde River through a 30-mile long pipeline. In 1949 the City constructed Arizona’s first surface water treatment plant, and in the period between completed its sewer system and began wastewater operations. Today, the Department is one of the largest utilities in the country, including 7,000 miles of water lines, 5,000 miles of sewer lines, five treatment plants, and dozens of pump stations, reservoirs, and wells over a 543 square-mile service area that provide water to over 1.6 million customers.

The City entered into purchase agreements with the City of Phoenix Civic Improvement Corporation (the "Corporation") for certain modifications and expansions of various water treatment plants. The Corporation issued bonds for this purpose, and the City made a junior lien pledge of the System's net operating revenues for the payment of principal and interest on the bonds. The City also entered into a loan agreement with the Water Infrastructure Finance Authority of Arizona ("WIFA") to finance certain improvements to the water distribution system and to install automated meters in certain parts of the City. The City made a junior lien pledge of the net operating revenues of the System for the payment of principal and interest on the loans.

As of January 1, 2022, the City has outstanding \$1,583,635,000 of City of Phoenix Civic Improvement Corporation Junior Lien Water Revenue Bonded Debt, with debt service continuing until 2045.

As of January 1, 2022, the City also has outstanding \$2,252,651 of City of Phoenix Junior Lien Water Revenue Debt, with debt service continuing until 2029.

Wastewater System Background

The City owns and operates, through its Water Services Department (the "Department"), the Wastewater System. The Wastewater System is operated as a financially self-supporting municipal utility service. The City's Wastewater System has been operated as a financially self-supporting municipal utility service since July 1, 1980. Today, the Department bills more than 421,000 accounts in a 543 square mile service area for a population of 1.6 million residents and treated an average of 119.22 million gallons per day in fiscal year 2020-2021.

The City entered into purchase agreements with the City of Phoenix Civic Improvement Corporation (the "Corporation") for certain improvements of the City's wastewater system. The Corporation issued bonds for this purpose, and the City made a junior lien pledge of the System's net operating revenues for the payment of principal and interest on the bonds. The City also entered into a loan agreement with the Water Infrastructure Finance Authority of Arizona ("WIFA") to finance the replacement of the Broadway Road Interceptor, rehabilitate approximately 41,000 linear feet of small diameter sewer and construct relief sewers in the southwest portion of the City. The City made a junior lien pledge of the net operating revenues of the System for the payment of principal and interest on the loans.

As of January 1, 2022, the City has outstanding \$50,980,000 of City of Phoenix Civic Improvement Corporation Senior Lien Wastewater System Revenue Bonded Debt, with debt service continuing until 2024.

As of January 1, 2022, the City has outstanding \$440,820,000 of City of Phoenix Civic Improvement Corporation Junior Lien Wastewater System Revenue Bonded Debt, with debt service continuing until 2043.

As of January 1, 2022, the City also has outstanding \$7,601,225 of City of Phoenix Junior Lien Wastewater Revenue Debt, with debt service continuing until 2029.

The City of Phoenix Water and Wastewater Services Department Annual Financial Reports are provided as Exhibits A and B (attached).

C. General Information

The City's disclosure filings, annual reports, official statements, etc. may be found at the City's investor website <http://phoenix.gov/finance/investor>. The draft City Revolving Credit Agreements are included as Exhibits C and D in this RFP.

City Financing Team: The City has retained the services of the following firms:

- Montague DeRose and Associates, LLC – Municipal Advisor
- Greenberg Traurig, LLP – Bond Counsel

Ratings on Junior Lien Water Revenue obligations: Moody's Aa2 (stable); S&P AAA (stable).

Ratings on Junior Lien Wastewater Revenue obligations: Moody's Aa2 (stable); S&P AA+ (stable).

D. RFP Questions and Proposal Due Dates

The Respondent is accountable for meeting all deadlines. The City will not accept late proposals.

All questions regarding this RFP must be submitted to the City via e-mail to vesta.blackwell@phoenix.gov no later than **1:00 PM MST on February 7, 2022**. The City's responses to the questions received will be posted on the City's procurement website at <https://solicitations.phoenix.gov/> by February 11 at 4:00 PM MST.

All proposals must be received by **3:00 PM MST on February 23, 2022**. Submission instructions are outlined in Section 6 of this RFP.

2. MINIMUM QUALIFICATIONS:

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

Any Respondent that submits a proposal in response to this RFP must meet the following minimum qualification:

Stated Amount Outstanding

The Respondent must demonstrate that it currently provides RCFs with a minimum stated amount of \$50 million that support marketed programs for at least three other municipal issuers.

3. PREPARATION OF OFFER:

A. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your 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 Consultant's errors or omissions.

- B. All time periods stated as a number of days will be calendar days.
- C. It is the responsibility of all Respondents 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.
- D. Respondents are strongly encouraged to promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Respondent has discovered in or between the solicitation and such other related documents.
- E. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Respondent 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.

F. **Content**

Each proposal must be submitted with the information below. Proposals must be typewritten (minimum font size 12 point) on white 8 ½ x 11 paper, in portrait format. Proposals that are not prepared in accordance with these instructions may be considered non-responsive and disallowed from further consideration. Each section of the proposal shall be organized to correlate with the following sections:

1. **Cover Letter.** A cover letter, not to exceed two (2) pages, which will be considered an integral part of the proposal, shall be signed by an individual authorized to bind the Respondent. The cover letter must provide the name, title, address and telephone number of individuals with authority to contractually bind the Respondent and those individuals who may be contacted during the term of any contract resulting from this RFP. The cover letter must also contain the following:
 - a. **Respondent Contact Information:** Name, title, telephone, and email of the personnel responsible for the primary communication with the City regarding Respondent's proposal and provide a brief description of your institution.
 - b. **Proposal Identification:** Provide a clear statement of the revolving credit facility(ies) the proposal is being submitted for:
 - 1) Water System (\$200 million); and/or
 - 2) Wastewater System (\$200 million); and/or
 - 3) Water and Wastewater Systems (i.e. a proposal for \$200 million for water and a proposal of \$200 million for wastewater. A

combined proposal assumes that one bank counsel will be used for both agreements and the agreements will be largely similar between both programs to achieve cost savings from working with one proposer.)

- c. Proposal Validity: Provide a brief statement indicating that Respondent's proposal shall remain valid through May 31, 2022.
 - d. Actual or Potential Conflicts: Provide a brief statement as to whether Respondent has any actual or potential conflicts that may arise in the performance of the services requested in this RFP and complete the attached form.
 - e. Junior Subordinate Lien Revenues: Provide an acknowledgement confirming that Respondent understands that any draws on an RCF will be secured by the Water System's Junior Subordinate Lien Revenues or the Wastewater System's Junior Subordinate Lien Revenues.
2. **Schedules**. Each proposal shall be submitted with a 1) completed Schedule A for the Water System Short-Term Debt Program; and/or 2) completed Schedule B for the Wastewater System Short-Term Debt Program; and/or 3) completed Schedule C for the Water and Wastewater System Short-Term Debt Programs; 4) a term sheet identifying the terms and conditions of any proposed RCF; and 5) all fees and expenses (including fees for early termination, downgrade and under a term out provision). Blank copies of Schedules A, B and C are provided in this RFP package.
 3. **References**. Provide three (3) references and a description of projects you have worked on relative to the services requested in this RFP or similar projects performed within the last five (5) years. Include the following information as to each listed project: business name, contact name, title, address, phone, and email. It is the Respondent's responsibility to validate the contact information for references. The City may request information from Respondent's clients, government agencies, or any other available sources.

4. INQUIRIES:

All questions that arise relating to this solicitation should be directed to the individual identified on the solicitation cover page.

To be considered, written inquiries must be received at the address on the cover page by the submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered.

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

5. CERTIFICATION:

By signature and submittal of response, the Respondent certifies:

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

6. SUBMISSION OF PROPOSAL:

Proposals must be received by 3:00 PM MST on February 23, 2022. Late proposals will not be considered. The prevailing clock will be the Department clock.

Please email the proposal to the submittal contact below or provide one original with an electronic copy (portable drive or CD).

Submission of a physical proposal is optional. If a physical proposal is submitted it must be submitted in a sealed envelope and the following information should be noted on the outside of the envelope:

- Respondent's Name
- Respondent's Address (as shown on the Certification Page)
- Solicitation Number
- Solicitation Title

If the proposal is submitted via email, the information noted above must be included in the body of the email.

All proposals must be typewritten. Proposals not submitted in the manner described herein may be considered non-responsive and be subject to rejection. Proposals submitted to the City after the specified due date and time in the RFP shall be rejected as late. No late proposals will be accepted.

Please submit completed proposals as follows:

- A. **Electronic Proposals:** Electronic proposals submitted via email must be received no later than 3:00 PM MST on February 23, 2022 addressed to:

City of Phoenix – Vesta Blackwell
vesta.blackwell@phoenix.gov

Montague DeRose and Associates, LLC – Jim Bemis and Corey McCullough
bemis@montaguederose.com
mccullough@montaguederose.com

- B. Original Proposals: One original proposal with an electronic copy (portable

drive or CD) received no later than 3:00 PM MST on February 23, 2022 addressed to:

City of Phoenix
Finance Department
251 West Washington Street, 8th Floor
Phoenix, AZ 85003
Attention: Vesta Blackwell

Delivery of physical proposals must be scheduled with Vesta Blackwell at vesta.blackwell@phoenix.gov.

7. WITHDRAWAL OF PROPOSAL:

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

8. PROPOSAL RESULTS:

Proposals will be opened on the proposal submittal date, time and location indicated in the Schedule of Events. Proposals 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. Proposals are not available for public inspection until after the City has posted the award recommendation on the City's website.

9. AWARD OF CONTRACT:

The purpose of this RFP is to enable the City to identify and recommend one or more Respondents to provide the credit facilities described herein. The City will conduct a preliminary review of each timely submitted proposal to ensure all requirements of the RFP have been met. The City will evaluate the proposals in accordance with the following criteria:

- A. **SCHEDULES OF FEES AND COSTS** Evaluation of the proposed fees and costs to the City will be based on information provided in Schedules A, B and C.

- B. **TERM OUT PROVISIONS** The length of any term out of the amounts outstanding and the relative costs to terminate the facility in part or in whole, at the sole option of the City; as described by Respondent in Schedules A, B and C.

Notwithstanding any other provision of this solicitation, the City reserves the right to:

- Waive any immaterial defect or informality; or
- Reject any or all proposals or portions thereof; or
- Reissue a solicitation; or
- Accept a proposal from other than the lowest bidder; or
- Waive or modify any irregularities in proposals received; or
- Consider proposals or modifications received at any time before the award(s) is made, if such action, in the sole judgment of the City, is in the best interest of

- the City; or
- The City will negotiate with the successful Respondent(s) in the best interests of the City; and,
- The City reserves the right to terminate the negotiations with the successful Respondent(s) and commence negotiations with the next-rated Respondent.

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

The City reserves the right to disqualify any Respondent on the basis of 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 Respondent 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.

11. SOLICITATION TRANSPARENCY POLICY:

- A. Commencing on the date and time a solicitation is published, potential or actual proposals 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 proposals or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Respondents 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.
- B. Respondents may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- C. With respect to the selection of the successful Respondents, 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 Respondents.
- D. This policy is intended to create a level playing field for all Respondents, assure that contracts are awarded in public, and protect the integrity of the selection process. **RESPONDENTS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification,

the Respondent may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.

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

12. PROTEST PROCESS:

- A. Unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of a proposal, regardless of filing a protest.
- B. Respondent may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Respondent was notified of the adverse determination.
- C. All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
- Identification of the solicitation number;
 - The name, address and telephone number of the protester;
 - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - The form of relief requested; and
 - The signature of the protester or its authorized representative.
- D. The Procurement Officer will render a written decision within a reasonable period after the protest is filed.

13. PUBLIC RECORD:

All proposals submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If a Respondent believes that a specific section of its proposal response is confidential, the Respondent will isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. A Respondent may request specific information contained within its proposal is treated by the Procurement Officer as confidential provided the Respondent 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 Respondent 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 a Respondent in writing of any request to view any portion of its proposal marked "confidential." The Respondent will have the time set forth

in the notice to obtain a court order enjoining such disclosure. If the Respondent 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.

14. LATE PROPOSALS:

Late proposals must be rejected, except for good cause. If a late proposal is submitted, the City will document the date and time of the submittal of the late proposal, keep the proposal and notify the Respondent that its proposal was disqualified for being a late proposal.

15. RIGHT TO DISQUALIFY:

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

16. MULTIPLE AWARDS:

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

17. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

- A. Proposals 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.
- B. Responsiveness: Nonresponsive proposals 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 proposals (as the case may be) will render a proposal nonresponsive.
- C. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and a proposal that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Respondent remove the conditions, exceptions, reservations or understandings. If the Respondent fails to do so in writing, the City may determine the proposal to be nonresponsive.
- D. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the Respondent, late

deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Respondent be responsible. Responsibility includes the Respondent's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

- E. The Procurement Officer, in consultation with legal counsel, will review each proposal to determine if the Respondent is responsible. The City's determination as to whether a Respondent is responsible will be based on the information furnished by the Respondent, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Respondent's references, including information about Respondent'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 Respondent agrees to permit by submitting its proposal, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.
- F. The Respondent'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 Respondent.

SCHEDULE A
Water Revolving Credit Facility – Fee Proposal Form

GENERAL INFORMATION

(Full Legal Name of Provider)

(Contact Person)

(Phone)

(E-mail)

Maximum Facility Offered: _____ (plus required interest coverage)

Status and Timeframe for Credit Approval: _____

PRICING

Term	Unutilized Fee	Proposed Spread & Index	Up-Front Fee, if any
3 Years			
4 Years			
5 Years			

If your fees would increase due to a downgrade of the City's underlying Water System credit ratings, please provide a fee matrix.

All fees and information requested below must be provided in order for your submittal to be deemed "Responsive."

List any and all additional fees for which you would expect reimbursement (e.g., Draw, Amendment, Origination, etc.) and any expenses other than Legal Counsel.

List and describe additional fees, if any, for reduction in size or early termination of the Facility.

Provide a description of Term-Out Provisions including interest rates and all conditions.

Bank Counsel: Firm: _____

Primary Contact: _____

Legal Fees and Expenses (Estimate): _____

Capped at : _____

Approval: _____

SCHEDULE B

Wastewater Revolving Credit Facility – Fee Proposal Form

GENERAL INFORMATION

(Full Legal Name of Provider)

(Contact Person)

(Phone)

(E-mail)

Maximum Facility Offered: _____ (plus required interest coverage)

Status and Timeframe for Credit Approval: _____

PRICING

Term	Unutilized Fee	Proposed Spread & Index	Up-Front Fee, if any
3 Years			
4 Years			
5 Years			

If your fees would increase due to a downgrade of the City's underlying Wastewater System credit ratings, please provide a fee matrix.

All fees and information requested below must be provided in order for your submittal to be deemed "Responsive."

List any and all additional fees for which you would expect reimbursement (e.g., Draw, Amendment, Origination, etc.) and any expenses other than Legal Counsel.

List and describe additional fees, if any, for reduction in size or early termination of the Facility.

Provide a description of Term-Out Provisions including interest rates and all conditions.

Bank Counsel: Firm: _____

Primary Contact: _____

Legal Fees and Expenses (Estimate): _____

Capped at : _____

Approval: _____

SCHEDULE C

Water and Wastewater Revolving Credit Facilities – Fee Proposal Form

GENERAL INFORMATION

(Full Legal Name of Provider)

(Contact Person)

(Phone)

(E-mail)

Maximum Water Facility Offered: _____ (plus required interest coverage)

Maximum Wastewater Facility Offered: _____ (plus required interest coverage)

Status and Timeframe for Credit Approval: _____

WATER PRICING

Term	Unutilized Fee	Proposed Spread & Index	Up-Front Fee, if any
3 Years			
4 Years			
5 Years			

If your fees would increase due to a downgrade of the City's underlying Water System credit ratings, please provide a fee matrix.

All fees and information requested below must be provided in order for your submittal to be deemed "Responsive."

List any and all additional fees for which you would expect reimbursement (e.g., Draw, Amendment, Origination, etc.) and any expenses other than Legal Counsel.

List and describe additional fees, if any, for reduction in size or early termination of the Facility.

Provide a description of Term-Out Provisions including interest rates and all conditions.

WASTEWATER PRICING

Term	Unutilized Fee	Proposed Spread & Index	Up-Front Fee, if any
3 Years			
4 Years			
5 Years			

If your fees would increase due to a downgrade of the City's underlying Wastewater System credit ratings, please provide a fee matrix.

All fees and information requested below must be provided in order for your submittal to be deemed "Responsive."

List any and all additional fees for which you would expect reimbursement (e.g., Draw, Amendment,

SCHEDULE C

Water and Wastewater Revolving Credit Facilities – Fee Proposal Form

Origination, etc.) and any expenses other than Legal Counsel.

List and describe additional fees, if any, for reduction in size or early termination of the Facility.

Provide a description of Term-Out Provisions including interest rates and all conditions.

Bank Counsel: Firm: _____
 Primary Contact: _____
 Legal Fees and Expenses (Estimate): _____
 Capped at : _____
 Approval: _____

Conflict of Interest and Solicitation Transparency

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

1. Name of person submitting this disclosure form.

--

First	MI	Last	Suffix
-------	----	------	--------

2. Contract Information

Solicitation # or Name:

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

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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.

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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:

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

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7. Disclosure of conflict of interest:

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

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

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

8. Notice Regarding Prohibited Interest in Contracts

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:

9. Acknowledgements

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

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

10. Fraud Prevention and Reporting Policy

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

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

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete. Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

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