

Request for Proposal



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Request For Proposal No.: **17-153**

Procurement Description: **Development of an Affordable Housing Project Modeled After a Tiny Home Community on a Vacant Lot Located at 1443 S. Rita Lane, Tempe, Arizona 85281**

Proposal Due Date: **Tuesday, August 15, 2017, 3:00 P.M. MST**
Late Proposals will not be considered

Street Address: **20 East Sixth Street, 2nd Floor
Tempe, AZ 85281**

Mailing Address: **Mail Stop 02-5
PO Box 5002
Tempe, AZ 85280**

The City of Tempe Procurement Office will receive sealed proposals for the development of affordable housing units at the specified location until the time and date cited above. Proposals received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Sealed proposals must be in the actual possession of the City Procurement Office on or prior to the proposal due date and time indicated above. **Late proposals will not be considered.** The City of Tempe reserves the right to accept or reject any and all submittals and waive informalities.

Proposals must be submitted in a sealed package with the Request for Proposal number and the Offeror's name and address clearly indicated on the outside of the package. All proposals must be completed in ink or typewritten with a complete Proposal Offer form and Release Form and submitted to the City Procurement Office by the time and date cited above. Original offer must be signed in ink. Telegraphic, mailgram, facsimile or electronic transmission proposals will not be considered. Offerors are strongly encouraged to carefully read the entire Request for Proposal.

It is the City of Tempe's policy that [minority business enterprise](#) (MBE) and [women business enterprises](#) (WBE) be afforded the opportunity to participate as contractors, subcontractors, and suppliers in City of Tempe awarded financial assistance programs. Accordingly, pursuant to Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and regulations Section 85.36 (e) and Section 281 of the National Housing Affordability Act, the City of Tempe encourages MBEs and WBEs to respond to all Requests for Proposals for services and contracts with the City of Tempe. This policy applies to all contracts, subcontracts and procurements for supplies, construction, equipment and services under City of Tempe grants and loans.

Note: Offeror must submit eight (8) copies, one (1) unbound reproducible original of a signed and completed proposal response and one electronic copy on a flash drive in PDF format.

An unsigned or late Proposal Offer will be considered non-responsive and rejected.

06/13/2017

Proposal Issue Date

**Primary City Contact
Person:**

Lisa Goodman

Lisa Goodman, CPPO, CPPB
Procurement Officer

Phone: (480) 350-8533

Michael Greene

Michael Greene, C.P.M., CPPO
Procurement Administrator

Phone: (480) 350-8516

Proposal Offer

“Return this Section with your Response”

Offeror must complete, sign and submit an original of this form to the Procurement Office with the proposal response. An unsigned “Vendor’s Offer”, late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name: _____	
Company Purchase Order Mailing Address:	
Street Address: _____	
City, State, Zip: _____	
Contact Person: _____	Phone Number: _____
E-mail Address: _____	Cell Number: _____
<u>Remit To Information</u>	
Company Name (as it appears on invoice): _____	
Company Payment Remit To Address :	
Street Address: _____	
City, State, Zip: _____	
<u>Company Tax Information</u>	
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____	
<u>Payment Options</u>	
Will your company accept the City’s Master Card for payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes <input type="checkbox"/> No <input type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor’s Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

Signature of Authorized Offeror

Date

Print or Type Name of Authorized Individual

Title of Authorized Individual

INSTRUCTIONS TO OFFERORS

Failure to follow these instructions may result in rejection of the proposal for non-responsiveness.

1. **Preparation of Proposal:**
 - A. Proposals shall be submitted to the City of Tempe (“City”) Procurement Office in the sequence specified herein, on the forms attached hereto.
 - B. All proposals to be submitted on the forms provided in this Request for Proposal and signed by an authorized signer.
 - C. Completed and signed Proposal Offer Form, Release Form, and any addendum(s) shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
 - D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for preparation of a proposal, or its submission, presentation or withdrawal, for any reason.
 - E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.
2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.
3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal’s number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal’s number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before the proposal due date/time. Those received within ten (10) days of the proposal due date/time may not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.
4. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.
5. **Proposal Addendum:** Receipt and acceptance of an addendum shall be acknowledged by signing and returning the document either with the Offeror’s proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.
6. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.
7. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

8. **Recommendation of Proposal:** A proposal shall constitute a binding Offer to negotiate with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a Disposition and Development Agreement. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
9. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until a recommendation is accepted by Council. After acceptance of the proposal, an appointment may be made with the Procurement Officer to review proposal documents. Formal acceptance by Council shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the recommended proposal is accepted by City Council. Recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (<http://documents.tempe.gov/sirepub/web>).
10. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or recommendation may protest the recommendation to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning a recommendation must be filed within ten (10) business days after the date of proposal acceptance by City Council. Up to five (5) days before formal acceptance of the proposal, the Procurement Office will post recommendations on its web page (www.tempe.gov/procurement) and at the Procurement Office front counter for public review. A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or recommendation being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.
11. **Compliance of Proposal Offeror/Offeror Forms:** Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.
12. **Definitions:** For purposes of this Request for Proposal the following definitions apply:
 - A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - D. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
 - E. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - F. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.

13. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.
- It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.
- "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal requirements, the City at its option, may either recommend council approval to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.
14. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposal. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After formal acceptance by Council, the proposals and the evaluation documentation shall be open for public inspection.
15. **Proposal Evaluation and Recommendation:** Recommendation to Council shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.
16. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:
- A. Determine in greater detail such Offeror's qualifications;
 - B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
 - C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
 - D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.
24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following formal Council acceptance. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the Vendor's Offer, Form 201-B (RFP), the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.
 - E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
- G. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract/Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.
9. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
10. **Events of Default and Termination:**
- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

11. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

12. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- B. Force majeure shall not include the following occurrences:
- i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
 - ii) Late performance by a subcontractor.
- C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

13. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of gratuity.

14. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

15. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

16. **Licenses and Permits:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor, at its sole expense.

17. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
18. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

19. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
20. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
21. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
22. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.
23. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

24. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
25. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
26. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
27. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.
28. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
29. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 (“Order”);
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
30. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL FOR HOUSING CONSTRUCTION FOR LOW AND MODERATE INCOME PEOPLE ON A CITY OF TEMPE-OWNED RESIDENTIAL LOT LOCATED AT: 1443 S. RITA LANE IN THE JEN TILLY TERRACE NEIGHBORHOOD, TEMPE, ARIZONA

The City of Tempe (City) herein invites all qualified and interested parties to submit proposals for the development of one residential lot in the City's Jen Tilly Terrace neighborhood. The lot is offered as a land lease or for development of for-sale, owner-occupied housing for low and moderate-income people, a community land trust model would qualify. This proposal is meant to advance innovation and serve as a replicable model in affordable and sustainable housing in the City.

I. GENERAL INFORMATION

The City of Tempe, with a population of about 161,000, is located in the East Valley of the Phoenix metropolitan area. The lot is located in one of the largest concentrations of major employment centers in the Phoenix metro area, close to the surrounding communities of Phoenix, Mesa and Scottsdale. It is within five miles of a population of 250,000 persons and some 80,000 households and is within two miles of all general residential services. The lot is within a half mile of the Phoenix Metro Light Rail System and the proposed Tempe Streetcar.

II. DESCRIPTION OF SITE

One lot is being offered. Attached is a map of the neighborhood with the lot highlighted.

1443 S. Rita Lane (Parcel Numbers 133-09-015, 133-09-16A, and 133-09-16B) is approximately 0.67 acres (~29,048 SF).

III. PROJECT DESCRIPTION

The anticipated project will serve as a model for small-scale affordable and sustainable housing in the City. The lot, 1443 S. Rita Lane, is zoned R4 (multi-family residential) which allows for up to 20 dwelling units per acre. The City would authorize the application of a Planned Area Development Overlay (PAD) to entitle construction of up to thirteen (13) residential dwelling units.

The City controls approximately 0.67 acres of land located at 1443 S. Rita Lane, Tempe, Arizona. The City would support a land purchase, land lease, or community land trust to encourage development of an affordable housing project based on a tiny house community model. As an affordable housing project, at minimum, 51% of the developed units must be available for rental or purchase to families at 80% Annual Median Income (AMI) or below.

The City would encourage that the developer set aside a portion of the land for a 900 square foot community center, and would encourage the developer to build the community center in addition to the tiny house community. In addition, we would encourage adequate space for a community garden and/or agriscaping, as well as the use of sustainable building practices (such as building with sustainable materials) and the possible installation of solar panels and a rainwater collection system. The City would entertain the development of housing that aspires to be as close to net zero as possible, meaning the total amount of energy used by the building would roughly equal the amount of renewable energy created on site.

The City expects that the selected developer will design and construct the facility, *at its cost*. If the developer chosen negotiates a land lease with the city during the term of the lease, the developer will pay all costs associated with ongoing maintenance and operation of the facility.

IV. DEVELOPMENT CRITERIA

1. The vehicle parking will be evaluated through the PAD process. The City would encourage minimal parking at the site. Bike parking and storage plans should be included in any submission.
2. Construction on the lot must be architecturally complimentary with the residential homes in the neighborhood.
3. Developer(s) will be responsible for relocation and/or under-grounding of utilities as necessary to develop the lot as well as all off-site improvements and dedications, not previously installed or made.
4. Dwelling units shall be designed using a “Tiny House” building concept using the following parameters:
 - a. Buildings shall be secured on a permanent foundation providing sewer/water and other utilities;
 - b. Dwellings size shall be no larger than 600 square feet;
 - c. Unit design is predominantly a detached dwelling unit with the possibility of future conversion to ownership on their own lot (Subdivision Plat required); and
 - d. The project must incorporate sustainable elements or technologies that are part of the common area use for all residents of the project site. (Examples include: Solar energy, water harvesting, community garden/orchard, agriscaping, community center, shade trees, etc.)

V. METHOD OF DEVELOPER SELECTION

The interest of the City is to select a housing developer that demonstrates the best qualifications for producing a successful development. After an evaluation committee reviews the proposals received, the City Council may approve the committee’s recommendation of a developer for the right to negotiate for development of the project sites.

Each developer responding to this Request for Proposal must describe and demonstrate their organization has the capacity to initiate the proposal in a timely manner.

If no acceptable proposals are received, the City reserves the right to reject all proposals.

Each respondent will be notified whether its submittal is to be considered for final selection.

VI. CRITERIA FOR DEVELOPER SELECTION

The Offeror shall respond particularly to the following items, which represent criteria in the developer selection process.

The following criteria are stated as indicators to interested developers, to give general guidance for the proposals, but are not exclusive of other considerations that the City may deem as appropriate, given the content of proposals:

	Evaluation Criteria	Weight	X	Rating	=	Points
1.	Experience in or development strategy for the type of housing development proposed, including information relative to the number of such developments, their size, location, date started and completed, quality of design, comparability to this lot, financial success of development, etc. (Photographs or renderings of previous developments or developments now under construction that are relevant to the type of development proposed for this lot may be included). Offeror(s) must demonstrate that their development strategy will provide for long term affordability of the constructed housing, not just affordability for the initial resident.	20	X	_____	=	_____
2.	Project Design. The housing developer, at a minimum, is to submit a description of the proposed project including a schematic site development plan and elevations.	20	X	_____	=	_____

3.	Financial Strategy. Description of the developer’s financial strategy for the development of the housing and the capacity to undertake a project of this magnitude at this time, including a detailed budget for the project and timeline for project completion.	20	X	_____	=	_____
4.	Maximization of resources. This includes responsible use of the land (physical resource), leveraging and long-term affordability of housing (financial resources), and formation of partnerships and collaborations (human and technical resources) that bring additional resources to the neighborhood. In essence, the City desires to realize the greatest benefit to the community. The city would like this project to serve as a replicable model for infill development and provide a greater awareness for alternative housing types.	15	X	_____	=	_____
5.	Organizational capacity. This should include a description of the qualifications of the corporate principals, architects, engineers and other professionals who will comprise the development team, and a description of how continued local supervision of the development will be provided.	15	X	_____	=	_____
6.	Inclusion of additional workforce or affordable housing. The housing developer’s inclusion of additional workforce or affordable housing above the minimum of the 51% of the units that must be available for rental or purchase to families at 80% Annual Median Income (AMI) or below.	5	X	_____	=	_____
7.	Sustainable Building Materials and Investments. The housing developer’s inclusion of solar panels or a rainwater collection or grey water system, the use of sustainable building practices and the incorporation of a community garden/orchard and or agriscaping.	5	X	_____	=	_____
				Total	=	_____

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

<u>Scoring</u>			
Outstanding	.	.	10
			9
Good	.	.	8
			7
			6
Average	.	.	5
			4
			3
Poor	.	.	2
			1
Not Addressed or Unacceptable			0

The City reserves the right to request additional information or revisions of material submitted by the Offerors during the selection process.

VII. NEIGHBORHOOD INVOLVEMENT

The surrounding neighborhood will be kept informed as to the RFP process and timeline. The successful respondent to this RFP will be expected to partner with the surrounding neighborhood on the final planning and design of the site.

VIII. CITY COUNCIL ACTION

City staff and others, as deemed necessary for recommendation to the City Council, will review the proposals. Acceptance of any proposal may be made at any regular meeting of the City Council within ninety (90) days after receipt of said proposals or within such longer period of time as may be deemed reasonable by the City.

The City reserves the right to reject all proposals regardless of reason.

After City Council acceptance of said proposal, the City and the selected developer shall negotiate a the terms of Development and Disposition Agreement; if the negotiations are successful, the parties would then enter into the negotiated Development and Disposition Agreement.

IX. METHOD OF CONVEYANCE, PRICE AND CONDITIONS

The conveyance of the lot will be by Disposition and Development Agreement between the City and the selected developer. The lot will be considered for donation to the developer or placement into a land trust to ensure that the housing developed on the lot is as affordable to its end users and future users as is possible. Donation of the lot may be restricted with covenants based on conditions particular to the proposed development.

APPENDIX A

INCOME LIMITS*

*Maximum Annual Income for Households
Effective FY2016
80% Area Median Income for Phoenix MSA*

Size of Household	Maximum Income
1 Person	\$35,250
2 People	\$40,250
3 People	\$45,300
4 People	\$50,300
5 People	\$54,350
6 People	\$58,350
7 People	\$62,400
8 People	\$66,400

*Household Area Median Income is determined by HUD and updated annually.



**COMPLIANCE WITH CITY’S ANTIDISCRIMINATION
ORDINANCE NO. 02016.25**

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City’s antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City’s policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City’s policy;

_____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company’s antidiscrimination policy or the completed affidavit with offer submittal.



Only complete this document if you have 14 or less employees.

**AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE
CHAPTER 2 ARTICLE VIII SECTION 2-603(5)**

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

Signature

Date: _____

Print Name

Title

Company