Downtown Redevelopment Area
Request for Proposals (RFP)
RFP-CED15-DTN

RFP Schedule

<table>
<thead>
<tr>
<th>ACTIVITY (All times are local Phoenix time)</th>
<th>DATE</th>
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<tr>
<td>City issues RFP</td>
<td>April 28, 2015</td>
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<tr>
<td>Final Proposal Deadline (12:00 p.m.)</td>
<td>April 27, 2016</td>
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Submit proposals and requests for alternate formats to:
Isis Sanchez, Procurement Officer
City of Phoenix Community and Economic Development Department
200 West Washington Street, 20th Floor
Phoenix, Arizona 85003-1611
Phone (602) 262-5040
711 AZ Relay Friendly
procurement.request.ced@phoenix.gov
phoenix.gov/solicitations

This RFP does not commit the City to award any contract.
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SECTION I - INTRODUCTION

A. OVERVIEW

The City of Phoenix Community and Economic Development Department (CEDD) invites sealed proposals for the opportunity to privately develop, finance, construct and manage urban and mixed-use development and redevelopment projects in downtown Phoenix.

This RFP is seeking Proposals for properties located within downtown Phoenix which is generally described as the area between Seventh Avenue and Seventh Street from McDowell Road to Lincoln Street. This area is also known as the Downtown Redevelopment Area and is located within the City’s single Central Business District. This area is visually depicted as the area within the red line on Exhibit A. This map can also be found online at: https://www.phoenix.gov/econdevsite/Documents/2014%20Downtown%20Map.pdf

By inviting development on private properties within downtown Phoenix, the City of Phoenix (City) seeks to further implement its strategic downtown vision, enhance its public transportation system and maximize the return on the $4 billion in public and private capital invested in downtown Phoenix over the past decade. This Request for Proposals (RFP) is also intended to reduce the time necessary to bring forward realistic, buildable and appropriate urban and mixed-use development and redevelopment by the private sector. This RFP will streamline the request for, and evaluation of, City assistance of these proposals.

B. PROPOSER INQUIRIES

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

All questions about this RFP must be submitted in writing no later than the deadline listed on page 1 to procurement.request.ced@phoenix.gov. All written questions will be responded to in writing and posted at phoenix.gov/solicitations.

C. CHANGES TO THE RFP

Changes to this RFP will be in writing as an addendum and posted at phoenix.gov/solicitations. The City shall not be responsible for any oral instructions given by any City employees or officials regarding RFP instructions, specifications, or documents. Proposers are responsible for obtaining any and all information posted on the website.
D. DEFINITIONS OF KEY WORDS USED IN THE RFP

**Addendum/Addenda:** Document issued to amend portions of this RFP, to provide additional information or clarifications, or to respond to proposer inquiries.

**Authorized Representative:** The individual representing the proposer who has the authority to contractually bind the proposer, and who will serve as the single point of contact during the period of the RFP.

**Contracting Entity:** The successful proposer’s legal entity that will enter into contracts with the City to develop the project under the terms outlined in the Letter of Intent.

**Days:** Calendar days

**Letter of Intent (LOI):** Preliminary document between the City and the proposer following award recommendation that outlines business terms. The LOI is the basis for recommendations to the City Council, and the subsequent City-drafted contractual agreements executed between the City and the proposer.

**May:** Something that is not mandatory but permissible.

**Project:** The final intended development product such as an office tower or multi-family residential complex including all associated improvements.

**Proposal:** The formal written submittal from an entity responding to this RFP. The proposal contains the responses required pursuant to this RFP and addresses all requirements contained with the RFP. The proposal will also include the development project that is a result of the proposal and associated contracts.

**Proposer:** The development team, including key individuals and companies responsible for completing the project as outlined in the proposal.

**Shall, Will, Must:** Something that is a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

**Should:** Something that is recommended but not mandatory. If the proposer fails to provide recommended information, the City may, at its sole option, ask the proposer to provide the information or evaluate the offer without the information.
E. **FAMILIARIZATION WITH RFP**

Proposers are responsible for examining the entire RFP and any addenda, seeking clarification of any requirement that may not be clear, and checking all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal. The proposer is responsible for fully understanding the requirements of the RFP and any addenda.

**SECTION II – SCOPE OF DEVELOPMENT**

A. **DEVELOPMENT PARAMETERS**

This section lists specific development criteria that must be addressed in proposals. Proposers should review all referenced documents in their entirety. It is the City’s desire that the successful, qualified, proposer will develop, finance and construct a project that:

1. Creates an urban and/or mixed-use development or redevelopment project in downtown Phoenix that capitalizes on its prominent urban location and complements the Downtown Strategic Vision and Blueprint for the Future. A copy of the Downtown Strategic Vision and Blueprint for the Future may be found online at: [https://www.phoenix.gov/econdevsite/Documents/2004_Downtown_Strategic_Plan.pdf](https://www.phoenix.gov/econdevsite/Documents/2004_Downtown_Strategic_Plan.pdf)

2. Provides an innovative, high quality design that is aesthetically and functionally compatible with surrounding development. The form and design should create functional and appropriate transitions to buildings adjacent to the site.

3. Creates enhanced street-level amenities promoting walkability for pedestrians, and if applicable, with direct connections to adjacent bus and light rail transit stops, as well as pedestrian and bicycle paths.

4. Is consistent with the Downtown Code zoning and all other applicable regulations, guidelines, adopted plans and the City’s goals and objectives for the area. Transit-oriented development (TOD) concepts should be a focus for Proposals adjacent to transit facilities. TOD provides a mix of compatible and complementary land uses that facilitate urban living and are supportive of transit which may include: office, commercial/retail, restaurant, residential, structured parking, civic space or other compatible urban uses. The project should meet goals identified in the Downtown Strategic Vision and Blueprint for the Future, notably creating housing alternatives, net new jobs and business opportunities.
Visit the Planning and Development Department’s listing of Studies and Land Use Plans and Planning Publications online at: https://www.phoenix.gov/pdd/devcode and https://www.phoenix.gov/pdd/pz

5. Complies with the required percentage of Type A accessible units for new multi-family dwelling units within one-quarter (1/4) mile of a light rail transit station, if residential uses are a part of the proposal (see Section 1103.1.9.3 of the Phoenix Building Code).

6. Is initiated and completed within a reasonable time period acceptable to the City. It is the City’s desire that proposals will be completed in the shortest time frame possible. Proposals should outline strategies to mitigate any potential adverse impacts to residents and nearby businesses during the development stage of the project.

7. Contains business terms that provide tangible public benefits. Proposals should request minimal City assistance and provide maximum return to the Community. The City may have capacity to further participate in projects that create a significant amount of public benefit, such as public infrastructure above and beyond what is necessary for the project. However, there is currently no identified or guaranteed City funding for proposals under this RFP.

Proposals requesting Government Property Lease Excise Tax (GPLET), Projects should have elements such as, structured parking, high density (if residential is proposed) and maximizes lot coverage.

8. Clearly describes the method of property control or acquisition.

9. Is supported by the community and adjacent neighborhoods. There are several neighborhood and community organizations in downtown Phoenix. A summary of community input should be included in the proposal. Visit the Neighborhood Services Department’s website to search for active neighborhood groups registered with the City. https://www.phoenix.gov/nsd/programs/neighborhood-coordination

B. CITY OF PHOENIX CONTEXT

1. City of Phoenix

Phoenix encompasses more than 517 square miles and has a population of over 1.4 million, ranking it the sixth largest City in the country. Phoenix is a premier destination with more than 300 sun-filled days a year and an average temperature of 74.2 degrees; the risk of natural disasters such as earthquakes, hurricanes, tsunamis, and tornados is extremely low.
Phoenix serves as the core for innovation and entrepreneurs by providing international access for aerospace, high-technology, bioscience, advanced business services and sustainable technology companies. Global companies such as Honeywell Aerospace, Freeport McMoRan, Avnet, and APL/NOL call Phoenix home, while companies such as American Express, USAA, SUMCO Phoenix Corporation, Charles Schwab, Republic Services, United Healthcare and Mayo Clinic have major operations here.

2. Downtown Phoenix

Downtown Phoenix is the urban heart of Arizona and the state’s focal point of business, government, education, culture, sports, entertainment and biomedical research. In the past decade approximately $4 billion of private and public investment has occurred in downtown. The result has been the creation of a safe, clean and vibrant environment enjoyed by millions of visitors and tens of thousands of residents and employees.

In December 2004, the City Council adopted the Downtown Strategic Vision and Blueprint for the Future to incorporate advancements in development, to guide future development and recognize significant initiatives of the City and community. Many of the goals have been achieved to date, including the creation of a metropolitan area light rail system, development of an ASU Downtown Phoenix campus, tripling of the size of the Phoenix Convention Center, opening the state’s largest hotel, as well as significant job, retail and residential growth.

3. Phoenix Biomedical Campus

The Phoenix Biomedical Campus (PBC) is a 30-acre urban research park in the heart of downtown with an annual economic impact of more than $1.3 billion. The PBC currently includes 1.5 million square feet (SF) of biomedical-related research, academic and clinical facility space, with more than 6 million SF planned at full build-out. Presently, the PBC contains seven buildings, plus three currently under construction.

The PBC is anchored by the headquarters and research facility of the Translational Genomics Research Institute (TGen) and the International Genomics Consortium (IGC), which were the first buildings constructed in 2004. In addition, the campus is home to the National Institute of Diabetes and Digestive and Kidney Diseases (NIH); University of Arizona (UA) Colleges of Medicine, Pharmacy and Public Health; Arizona State University (ASU) School of Nutrition & Health Promotion; Northern Arizona University (NAU) College of Health and Human Services; Viomics and Dignity Health (Barrow Neurological
Institute / St. Joseph’s Hospital); as well as the nationally recognized Bioscience High School.

In 2012, construction was completed on the Health Sciences Education Building (HSEB), a 268,000 SF medical education building that houses the expansion of the UA College of Medicine, UA Mel and Enid Zuckerman College of Public Health and NAU College of Health and Human Services. The facility also includes a 20,000 SF below-grade research core expansion completed in 2013 and funded by the National Institutes of Health.

The UA Cancer Center, a $100 million 220,000 SF state-of-the-art outpatient cancer treatment facility is scheduled to open in 2015 and will treat approximately 60,000 patients annually, while bringing an additional 500,000 visitors downtown. The $136 million Biosciences Partnership Building (BPB) is the latest development in the expansion of the PBC, and will be the largest building on the campus, at 10 stories and 245,000 SF. Additionally, the Boyer Company is leasing space for a planned 6-story, 150,000 SF wet lab research facility and has begun construction on an 8-story, 1,200 space parking structure to support the Campus. All of these efforts are helping the City to fulfill its mission of creating a world-class biomedical campus focused on translational research and clinical care.

4. Arizona State University (ASU)

The ASU Downtown Phoenix campus opened in August 2006 with approximately 2,000 students. Now more than 12,000 students take classes here and more than 1,200 live on campus. By 2016, investments in campus construction and renovation will be more than $500 million. The campus is home to the Walter Cronkite School of Journalism and Mass Communication, the College of Nursing and Health Innovation, the Lodestar Center for Philanthropy and Nonprofit Innovation, and the Morrison Institute for Public Policy. In addition, the Herberger Institute for the Design and the Arts has recently expanded to include studio space in the Warehouse District within Downtown Phoenix.

The ASU Downtown Campus continues to grow, as construction began in July 2014 on the Arizona Center for Law and Society. This $129 million, 280,000 SF facility will be home to the Sandra Day O’Connor College of Law, a “Great Hall” for lectures and public events, the Ross-Blakley Law Library, the Lincoln Center for Applied Ethics, the ASU Alumni Law Group legal clinic, as well as parking, retail amenities, and open space. The completed 6-story facility will open beginning in 2016. For more information, please visit: [https://campus.asu.edu/downtown/](https://campus.asu.edu/downtown/)
5. **Business, Hotels and Convention Center**

Downtown Phoenix is the legal, government, and banking center of the Phoenix metropolitan area, with a daytime population of approximately 660,000. In January 2009, the 900,000 SF Phoenix Convention Center completed a $600 million renovation making it the premier location for conventions and trade shows in the Southwest and one of the 20 largest in the U.S.

Within easy walking distance of the Convention Center are major convention and business hotels such as the Hyatt Regency Phoenix and the Renaissance Phoenix Downtown Hotel. The state’s largest hotel, the $350 million 1,000-room Sheraton Phoenix Downtown Hotel opened in October 2008 and is one block from the Phoenix Convention Center. In 2010, the 242-room Westin Phoenix Downtown hotel opened in the Freeport McMoRan Center. In June 2012, the 242-room Hotel Palomar Phoenix opened within CityScape, a $500 million multi-block mixed-use development in the heart of downtown. In total, the downtown’s supply of hotel rooms is over 3,000.

6. **Transportation & Streetscapes**

Central Phoenix has excellent access to many modes of transportation. Only minutes from Phoenix Sky Harbor International Airport, downtown also lies at the core of the freeway and public transportation networks. Virtually any suburban area in the region can be reached from downtown within 30 minutes. Downtown is also the center of the region’s $1.4 billion light rail system. For more information, please visit [http://www.valleymetro.org/](http://www.valleymetro.org/).

The City and private sector have also invested millions of dollars in making downtown streets pedestrian friendly, maximizing shade and making connections to major points of interest easy and convenient. Over the past several years, the City has made a commitment to embracing “complete streets” as well as improving our bicycle master plan. For more information, please visit [http://phoenix.gov/streets/index.html](http://phoenix.gov/streets/index.html).

**SECTION III – PROPOSER INSTRUCTIONS**

**A. DELIVERY OF PROPOSAL**

Each proposer must submit the following in a sealed package marked with the proposer’s name and the name of this RFP:
Proposers must submit:
- One original, signed and notarized, proposal
- Seven color copies of the proposal
- One electronic copy of the proposal in a PDF format.

Proposals are accepted at any time before the deadline and at the address listed on Page 1. Proposals submitted by fax or email and proposals submitted after the proposal deadline will be rejected.

B. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

1. Format

Proposals are encouraged to be no more than 25 double-sided pages, including illustrations, images and other documents. Proposals shall be:
- Typewritten and submitted in an 8½ x 11 inch loose leaf three-ring binder.
- Organized, and tabbed by section as described in the “Content Requirements” section below.

2. Content Requirements

Each proposal must be compiled and tabbed as described below. Tabs 1 through 3 provide an introduction to the proposal and tabs 4 through 10 reflect the criteria by which the proposal will be evaluated:

**Tab 1 – RFP Questionnaire and Affidavit (Exhibit B)**

*Exhibit B* in the original proposal, in addition to being completed in its entirety, must be signed and notarized.

**Tab 2 – Contracting Entity**

Describe the Contracting Entity the proposer anticipates would contract with the City. The Contracting Entity must be organized and in good standing under the laws of the State of Arizona prior to entering into contracts with the City.

**Tab 3 – Executive Summary (no more than two pages encouraged)**

Provide a concise summary and narrative of the overall proposal.
Tab 4 – Proposer’s Qualifications

Detail and describe the proposed development team and demonstrate a track record of successfully financing, developing, completing and managing comparable projects, locally and nationally.

- Clearly identify the key individuals, companies and organizational structure of proposer.
- Clearly identify roles and responsibilities of all proposal team members.
- Cite proposer’s experience with other successful development projects, include roles and responsibilities for these projects’ team members, in addition to providing contact information for references for these other projects.

Tab 5 – Proposer’s Financial Capacity

Provide clear and compelling information to demonstrate proposer’s financial capacity to execute and complete the project successfully.

- Describe a clear strategy to fund all project costs.
- Specify and clearly describe all sources, types and amounts of equity, financing, grants and other funding sources for the proposed project.
- Provide documentation from potential lenders of interest in the property.
- Cite other projects in which the proposed equity / financing / granting entities have successfully worked with the proposer.
- Provide evidence of a history of project financing for prior projects.
- If tax credits are part of the proposed financing plan, provide evidence of experience in applying for and being awarded tax credits.

Tab 6 – Business Plan

Sufficiently detail and include a reasonable project budget and pro forma, in addition to demonstrating the proposed project’s viability and details for the operation and management of the project after completion of construction.

- Provide research / market demand data.
- Provide details on how the proposer intends to utilize the project site and in what form of control of the site, or portion thereof, the project requires.
- Demonstrate committed and qualified tenants / buyers / operators for the completed project.
- Clearly detail and define the project’s development costs, including all construction costs, soft costs and contingencies.
• Clearly detail and define project’s operating pro forma, including all revenues, expenses, debt service, taxes, and other assessments for the same number of years for which City assistance is requested.
• Provide reasonable assumptions for all costs and revenues.

Tab 7 – Level of Return and Benefit to the City

Describe the economic, fiscal, employment and other tangible public benefits generated by the proposal. Requests for City assistance must be limited to assistance the City can reasonably accommodate and be clearly and quantitatively demonstrated to be less than the public benefit generated by the project.

• Qualitative public benefits such as social or historic preservation goals may be included as support to the well-defined quantitative benefits.
• Specify requested City assistance, if any, and include details such as type of assistance, length of agreement term, commencement and completion dates, etc.
• Request a level of financial assistance that fills a clearly described financial gap in the proposal.

Tab 8 – Consistency with Adopted Plans and Ordinances

Explain how the proposal is consistent with adopted City plans and ordinances, in addition to other external community documents consistent with City policies.

• Explain how the proposal is consistent with the Development Parameters described in Section II A.
• Explain why the proposal is a unique, urban and/or mixed-use development or redevelopment project.
• Describe how the project will create housing alternatives (if applicable), net new jobs and business opportunities.

Tab 9 – Description and Clear Scope/Scale of Project

Provide project details, a conceptual access and circulation plan and describe the project’s compatibility to the area and adjacent uses.

• Clearly detail and define the project including:
  o Gross SF of project and proposed uses; e.g. commercial, retail, residential, office.
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- Number of (rental or ownership) residential units or hotel rooms; note any specific intended user for the product; e.g. affordable or senior housing, or business or boutique hotel.
- Number of parking spaces (structured or surface)
- Building height (feet and stories)
- Expected number of construction jobs and construction costs
- Expected number of permanent jobs
- Estimated project cost (all costs)

- Provide a conceptual site plan and building elevations (color recommended). Identify any applicable phasing on the drawings.
- Describe the utilization of the site, and if all or only portions of the site will be incorporated.
- Describe how the project will exist in context with adjacent buildings, public amenities and other uses.
- Provide circulation plan(s) showing transit, vehicular, bicycle and pedestrian access and circulation within and around the site, for the various existing and proposed users.

Tab 10 – Project Timeline

Provide a comprehensive schedule with major milestones that addresses all phases of planning, entitlements, design, plan review, permits, construction and occupancy. Proposers should commit to a reasonable project time frame.

- Use reasonable assumptions.
- Provide details on phasing, if applicable.
- Provide a construction mitigation plan that identifies potential challenges that neighboring businesses and residents may experience during the development and operating periods, and propose viable mitigation plans.

SECTION IV – EVALUATION

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

A. EVALUATION CRITERIA

All eligible, responsive, and responsible proposals will be evaluated based on the criteria described in Section 3.B. Tabs 4 through 10. The following identifies the points allocated for each criterion:
CRITERIA POINTS
1 Proposer’s Qualifications 0-200
2 Proposer’s Financial Capacity 0-175
3 Business Plan 0-175
4 Level of Return and Benefit to the City 0-150
5 Consistency with Adopted Plans and Ordinances 0-150
6 Description and Clear Scope/Scale of Project 0-100
7 Project Timeline 0-50

Total Points: 0-1,000

B. EVALUATION PANEL

If applicable, the CEDD Director will appoint an evaluation panel to review the proposals and recommend a proposer to be awarded the agreement resulting from this RFP. The evaluation panel may interview one or more proposers or it may just review the written proposal(s). The evaluation panel will determine a consensus score for each evaluation criterion, which will then be added together to determine a total consensus score for each proposal.

SECTION V – STANDARD INSTRUCTIONS

A. TRANSPARENCY POLICY

Upon the submission of a Proposal and until the date the agreements are awarded or this RFP is withdrawn, all persons or entities that respond to this RFP, including their employees, agents, representatives, proposed partners, subcontractors, joint venturers, members, or any of their lobbyists and attorneys (collectively for this Section V (A) only, the proposer), will refrain from any direct or indirect contact with any person (other than the designated procurement officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department heads, the Mayor and other members of the Phoenix City Council. As long as this RFP is not discussed, proposers may continue to conduct business with the City and discuss business that is unrelated to this RFP with City staff who are not involved in the selection process.

A proposer may discuss its proposal or this RFP with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer identified on page one, conducted in person at 200 West Washington, Phoenix, Arizona 85003, and are posted as open meetings with
the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful proposer(s), 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 Heads (or representatives) to the proposal evaluation panel or procurement authority must be provided in writing to all prospective proposers.

This policy is intended to create a level playing field for all proposers, assure that agreements are awarded in public, and protect the integrity of the selection process. **Proposers that violate this policy shall be disqualified.**

**B. MATERIALS SUBMITTED**

All materials submitted by proposers shall become the property of the City and become a matter of public record available for review pursuant to Arizona State law. Each proposer shall mark any information submitted as part of its proposal that the proposer deems confidential or proprietary (collectively Confidential Information). If the City receives a request to review or disclose such Confidential Information, the City will provide the proposer written notice of the request to allow the proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The proposer must obtain and deliver to the Procurement Officer a court order within seven calendar days of the date of the City’s written notice. If no court order is issued and received by the Procurement Officer within the 7-day period, the City may disclose or allow the review of such Confidential Information. If a proposer intends to seek a Court Order to shield its Confidential Information, the protest period will be extended seven calendar days to allow for this process.

**C. AWARD RECOMMENDATION**

Award recommendations will be posted at [phoenix.gov/solicitations](http://phoenix.gov/solicitations). On the day the City posts the award recommendation, the procurement file for this RFP will be available for proposers to review. The procurement file constitutes all proposals, the RFP and all addenda, advertising documents, agendas, meeting minutes, presentations (if any), signed conflict of interest statements by evaluation panel members, and evaluation panel consensus scoring.
D. **NEGOTIATIONS**

Upon receipt of an evaluation panel’s recommendation, the City may negotiate business terms with a proposer. The commencement of negotiations does not commit the City to accept all of the terms of the proposal and negotiations may be terminated by the City at any time. These negotiations may result in minor or material changes to the proposal, including both the business terms and the project. Successful negotiations will result in an award recommendation and LOI. Negotiated business terms will be subject to City Council approval. Following required approvals, agreements addressing business terms and performance benchmarks will be entered into between the parties.

City staff alone shall be responsible for negotiating business terms with recommended proposers. The City reserves the right to reject, in whole or in part, any or all proposals. **The terms and conditions of any agreement resulting from this RFP process are subject to approval by the Phoenix City Council.**

E. **COMMUNITY INVOLVEMENT**

The City has included community and neighborhood input in the development of this RFP. Staff may consult with community members and outside experts to assist in the evaluation of the proposals, including participation on the evaluation panel. All members of the evaluation panel are required to sign an acknowledgement addressing confidentiality, ethics and conflict of interest issues.

Proposers are encouraged to seek community input prior to submitting their proposals. Proposers that successfully receive award recommendations shall be expected to seek out additional community input as needed and make reasonable efforts to address, incorporate or respond to community input.

F. **CITY’S RESERVATION OF RIGHTS**

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

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

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

H. **PREPARATION COSTS**

Under no circumstance will the City be responsible for any costs incurred by anyone in (a) responding to this RFP, (b) in any subsequent follow up to the submittal, or (c) in any subsequent negotiations of a contract.

I. **ADDITIONAL INVESTIGATIONS**

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

J. **PROPOSER CERTIFICATION AND AFFIDAVIT**

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

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

K. **COVENANT AGAINST CONTINGENT FEES PAID TO PROPOSER**

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

L. **NO GRATUITIES**

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

M. **PROTESTS**

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

An unsuccessful proposer may challenge a rejection by filing a protest within seven calendar days after proposer has been notified of the rejection and the posting of the rejection at phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations. Proposers that have had their proposals disqualified may not protest an award recommendation.

All protests must be in writing, filed with the Procurement Officer and include the following: 1) identification of the RFP challenged; 2) the name, address and telephone number of the protester; 3) a detailed statement of the legal and factual grounds of protest including copies of relevant documents; 4) the form of relief requested; and 5) the signature of the protester or its representative.

The CEDD Director or the Director’s designee will not review any supplements, amendments or additional protests submitted by the same proposer to the proposer’s original protest. The CEDD Director or the Director’s designee will render a written decision within a reasonable time after the protest is filed. CEDD will not request City Council authorization to award the agreement until the protest process is completed.
SECTION V – STANDARD AGREEMENT PROVISIONS

The submission of a proposal in response to this RFP constitutes the acknowledgement of the proposer that any agreement resulting from this RFP initially will be prepared by the City of Phoenix. The submission of a proposal shall further constitute the agreement of the proposer that they will not insist on the use of standard contract agreements, documents or forms, and that they waive any demand for the use of their standard agreements. Pursuant to the City Charter, the language of the agreement to be executed will be drafted under the supervision of the City Attorney and shall be the controlling document.

A. INDEMNIFICATION

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

B. INSURANCE REQUIREMENTS

Proposer shall procure and maintain until all of their obligations have been discharged, including any warranty periods under the future agreements are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the proposer, its agents, representatives, employees or subcontractors. Insurance requirement will be outlined within the agreements that result from the selection of a successful proposal.
C. **LEGAL WORKER REQUIREMENTS**

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

1. Proposer and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.

2. A breach of a warranty under paragraph 1 shall be deemed a material breach of the agreement and is subject to penalties up to and including termination of the agreement.

3. The City retains the legal right to inspect the papers of the proposer or subcontractor employee(s) who work(s) on this agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 1.

D. **APPLICABLE LAW**

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

E. **ORGANIZATION EMPLOYMENT DISCLAIMER**

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

Proposal Summary

D Gross Square Footage (SF)_________________________ D
Commercial SF _________________________________
D Office SF _________________________________
D Residential SF _________________________________
D Other SF (detail)______________________________ D
Number of Residential Units________________________ D
Type of Residential (circle) Rental or For Sale
D Residential Market type (circle)
    Affordable/Income-Restricted or Market Rate or Mixed-Income
D Number of Hotel Rooms_________________________
D Number of Parking Spaces________________________
D Building Height (feet and stories)_________________
D Number of Buildings_________________________
D Estimated Number of Construction Jobs____________
D Estimated Number of Permanent Jobs_____________
D Estimated Value of Project_____________________

Organization

Organization Structure of Entity to Enter into Contracts:
1. What is the name of the Contracting Entity?
   D ___________________________________________
   D If this entity has been formed, what is the Arizona Corporation Commission file number?
   ______________________________________________
   D If this entity has not been formed, describe the anticipated timing of the creation of such entity: ______________________________________________
2. Please check the type of organization:
   D Non-Profit 501(c)(3), if so, what year was it incorporated as a 501(c)3?__________
   D Other Non-Profit ____________________________
   D Government Entity
   D Sole Proprietorship
   D Partnership
   D Corporation
   D Other ____________________________

3. Identify the members, if LLC, partners, if a partnership, or officers, if a corporation, for the Contracting Entity identified above. For the purposes of this RFP, addenda and exhibits, any questions regarding the principals are referring to the offices, partners and members as disclosed.

Assurances

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

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

1. The City is relying on proposer’s submitted information and the representation that proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting contract.

2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by proposer.

3. Proposer has read and fully understands all the provisions and conditions set forth in the RFP documents, upon which its proposal is based.

4. The forms and information requested in the RFP are complete and made part of the proposal. The City is not responsible for any proposer errors or omissions.

5. This proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the proposal deadline but may not be withdrawn after such date and time.
6. The City reserves the right to reject any and all proposals and to accept the proposal that, in its judgment, will provide the best quality development to the City.

7. This proposal is valid for a minimum of 120 days after the RFP proposal deadline.

8. All costs incurred by proposer in connection with this proposal shall be borne solely by proposer. Under no circumstances shall the City be responsible for any costs associated with proposer’s proposal or the RFP process.

9. Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.

10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.

11. To the best of the proposer’s knowledge, the information provided in its proposal is true and correct and neither the undersigned proposer nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

**Legal Status**

1. In the past 10 years, has the proposer, or any of its principals or its principal's affiliates filed a petition in bankruptcy court or had involuntary proceedings filed in bankruptcy court? If "Yes," provide date, case name, case number, venue of the proceeding, and the status of each proceeding.
   
   Yes ( )  No ( )

2. Has the proposer or any of its principals or its principal's affiliates been declared to be in default under any obligation to or contract with the City? If "Yes," please provide details concerning the nature of the default, including the City contract number.
   
   Yes ( )  No ( )

3. Has the proposer or any of its principals or its principal's affiliates currently involved in any litigation or claims against the City? If "Yes," provide details about such proceedings.
   
   Yes ( )  No ( )
4. Has the proposer or any of its principals or its principal’s affiliate’s contracts been terminated prior to their expiration terms, voluntarily or involuntarily, within the last 10 years? If "Yes," provide name, location, and date of the contract(s).
   Yes (  )  No (  )

5. Has the proposer, or any corporation or other entity that has, directly or indirectly, a controlling interest in the proposer, or any subsidiary of the proposer or other entity in which the proposer has a controlling interest or any of the proposer’s principals, officers, or directors ever been barred from bidding on federal, state, or local government contracts? If "Yes," provide the current status of such suspension or debarment proceedings.
   Yes (  )  No (  )

AFFIDAVIT SIGNATURES:

Proposer’s Contracting Entity (Legal Name):

Proposer’s Authorized Representative:

   Printed Name*:_____________________________________________________
   Title:______________________________________________________________
   Business Mailing Address:____________________________________________
   Email:______________________________________________________________
   Telephone:__________________________________________________________
   Signature:___________________________________________________________

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

NOTARIZED

Signed and sworn before me this __________, day of______________________, ______

Notary Signature: ______________________________________________________

My Commission Expires: _

Affix Seal