



# Arizona Department of Housing

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**Preparation of the State of Arizona's 2020-2024  
Analysis of Impediments to Fair Housing  
Request for Proposals**

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**ADOH RFP # 001.19**

Date Issued: February 15, 2019

Date Due: May 17, 2019

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## Introduction

The purpose of this Request for Proposals (RFP) is to obtain the services of a consultant firm, hereinafter referred to as "Consultant", to perform a service for the Arizona Department of Housing, hereinafter referred to as "ADOH". ADOH is seeking qualifications and proposals from consultants interested in producing the HUD mandated Analysis of Impediments ("AI") to Fair Housing choice. The AI shall be conducted in accordance with the necessary requirements and guidelines under the Federal Regulations. The analysis will be used to evaluate, monitor, address and resolve Fair Housing issues.

## RFP Timeline

Activity	Date
Release of RFP	February 15, 2019
Public Meeting to review RFP	March 6, 2019
Deadline for submitting written inquiries	May 10, 2019
RFP Due Date	May 17, 2019
Selection of winning proposal	May 31, 2019
Execute contract and start date	June 14, 2019
Complete public participation	October 4, 2019
First draft to ADOH for review	October 18, 2019
Delivery to ADOH of final AI	November 15, 2019

## Project Background

ADOH is responsible for the administration approximately \$20 million in the following federal funds: Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), Housing Opportunities for Persons with AIDS (HOPWA), National Housing Trust Fund (HTF), Weatherization Assistance Program (WAP), Low Income Housing Energy Assistance Program (LIHEAP) and Emergency Shelter Grant (ESG), which is administered by the Arizona Department of Economic Security (DES).

As the recipient and administrator of federal funds, ADOH is required develop a Consolidated Plan which sets goals and objectives, determines priorities, describes activities, establishes outcomes and outlines the method of distribution for the use of these funds.

The Consolidated Plan regulations (24 CFR 91) require each state and local government to submit a certification that it is affirmatively furthering Fair Housing. This means it will: 1) conduct an analysis of impediments to Fair Housing choice; 2) take appropriate actions to overcome the effects of impediments identified through that analysis; and 3) maintain records reflecting the analysis and actions.

The Consultant will develop the AI in accordance with the HUD Fair Housing Guide located at <https://www.hud.gov/sites/documents/FHPG.PDF> The following is a brief generalization of the AI.

- A. The Purpose of the AI is to:
  - 1. Serve as the substantive, logical basis of Fair Housing Planning; and
  - 2. Provide essential and detailed information to policy makers, administrative staff, housing providers, lenders and Fair Housing advocates.
- B. An AI involves:
  - 1. A comprehensive review of the jurisdiction's laws, regulations and administrative policies, procedures and practices;
  - 2. An assessment of how those laws, regulations, and administrative policies affect the location, availability and accessibility of housing, services, commercial and retail development; and an assessment of conditions, both public and private, affecting Fair Housing choices in areas of low and high opportunity.
- C. Impediments to Fair Housing choices are:
  - 1. Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status or national origin which restrict housing choices or the availability of housing choices; and
  - 2. Any actions, omissions or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status or national origin.

### Scope of Services

The Assessment will encompass the jurisdiction of the State of Arizona. Consultant must complete AI in accordance with the HUD Fair Housing Guide. Consultant must adhere to the contract Schedule of Completion and deliver final product by **November 15, 2019**. The Assessment must include at a minimum the following elements:

- A. All pertinent information and procedures outlined in the HUD Fair Housing Planning Handbook;
- B. Researched and analyzed data to identify possible impediments to fair housing, including:
  - 1. An examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing;
  - 2. A review of prior and current activities that promote fair housing, including an assessment of agencies currently providing fair housing programs in the area;
  - 3. An examination of private market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management; and
  - 4. An evaluation of public policies and practices which affect the provision of fair housing including but not limited to public services, state and local laws, ordinances and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies and practices in areas of low and high opportunity, procedures and practices of the local public housing authority and property tax policies including, but not limited to tax exemptions;

- C. Making recommendations to remedy any fair housing impediments identified:
  - 1. Identification of impediments to fair housing listed in order of priority with proposed methods of corrective actions to address identified impediments; and
  - 2. Developing an action plan for implementation of any programs or policy changes required as a result of the identification of impediments to fair housing.
- D. Producing thorough and complete documents that consolidate all elements in a format and organization structure that meets the federal regulations, guidelines and notifications;
- E. Summarizing recommendations of the Assessment of Fair Housing into reader friendly Executive summary using graphs, tables, pictures and charts;
- F. Obtaining meaningful involvement of citizens, community-based organizations, housing and service providers in the planning process. The following are expected to be completed as a part of the Scope of Services:
  - 1. Identify the public meetings needed in the endeavor of gathering information and the potential groups needed to participate. The Consultant will be responsible for preparing agendas, handouts, and other presentation materials as appropriate as well as maintain notes and results of each public meeting;
  - 2. Consultant must document public presentations, meetings and hearings as appropriate and include summary of public participation in the Assessment;
- G. Present the AI to ADOH for comment and approval.

### **Proposal Format and Evaluation Criteria**

The proposal shall be submitted in accordance with the following format. Failure to include the requested information will result in disqualification. Proposals will be evaluated by a three-person committee consisting of ADOH staff in accordance with the points listed below. ADOH reserves the right to seek clarification of information submitted in response to this Application and/or to request additional information during the evaluation process. Selections will not be final until ADOH and the respondent have fully negotiated and executed a contract.

- A. Cover letter highlighting qualifications and experience, and details addressing Consultant's ability to respond to all requirements outlined in this document. Small business, minority, women's, or disadvantaged business enterprises are encouraged to apply. Please indicate if your organization is one of these types of businesses.
- B. Experience and reliability of the Consultant or Consultant's organization is considered in the evaluation process **(20 points)**. Therefore, the Consultant is advised to submit any information that documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- C. Information on the Consultant's related experience **(20 Points)**. This should include specific information on the type of services provided and on the dates of performance.
  - 1. Provide at least two (2) references within the last three (3) years of past clients with similar scope of services conducted and the time-frame to complete each of the client's projects. References should be verifiable and should be able to comment on the Consultant's related experience.

2. The Consultant should provide the résumés of the personnel who would be conducting the work. Resumes should list previous work assignments as they relate to this RFP. All tasks that will be completed by subcontractors should be indicated.
  3. The Consultant should reflect the relationship between specific key personnel for which résumés have been submitted and the specific tasks or assignments proposed in the method to accomplish the scope of work.
  4. The proposal may include any additional information that reflects on the Consultant's ability to perform the required services.
- D. **Method of approach (50 points).** Consultants should describe the tasks required for the successful completion of the Scope of Services. Consultants may include additional services that the Consultant is capable of providing and which, in the Consultant's opinion, would enhance the implementation of the proposed Scope of Services. The Consultant may utilize a written narrative, or any other printed technique to demonstrate his ability to satisfy the Scope of Work. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. Provide actual dates for completion of the tasks described. Approach should include periodic meeting with ADOH to review progress. Include any services the Consultant may require from ADOH to perform the work described in the proposal.
- E. **Cost (10 points).** The Consultant should provide a detailed breakdown of requested fees for the services.
- F. Submit the completed General Information Sheet. (Please see Attachment 1)
- G. Submit the executed the Certification Form. (Please see Attachment 2).

ADOH will expect the Consultant to have the capacity to exercise independent judgment and to perform those actions necessary to achieve the project objectives in a manner consistent with those expected of senior technical and management staff. While the Consultant will be working under the general direction of the Assistant Deputy Director, Programs, it should be understood ADOH will rely on the personnel, experience and expertise of the Consultant to ensure all necessary components of the process are completed in a timely manner. ADOH will actively participate in the design and analysis process. ADOH expects to be actively engaged, whenever possible, in outreach and listening activities.

ADOH will provide copies of existing plans, data and documents, including:

- A. Contact lists of units of local government, neighborhood organizations, community based organizations and others to be invited to participate in the consolidated planning process, particularly the citizen participation process.
- B. Information regarding current funding processes.
- C. Copies of handbooks, guidelines, applications and contract templates.

## **Public Meeting**

There will be a public meeting to discuss the RFP at **10:00 a.m. March 6, 2019** at the 1110 W. Washington St., Suite 250, Phoenix, 85007. The purpose of the meeting is for ADOH to present an overview and answer questions on the RFP.

## **Responsible Coordinator**

Once a contract has been issued, the chosen Consultant will report to the Responsible Coordinator:

Assistant Deputy Director, Programs  
Arizona Department of Housing  
1110 West Washington Street, Suite 310  
Phoenix, AZ 85007  
(602) 771-1010  
[Rfp-ai@azhousing.gov](mailto:Rfp-ai@azhousing.gov)

## **Inquiries**

All inquiries regarding this RFP must be submitted in writing to the following email: [RFP-AI@azhousing.gov](mailto:RFP-AI@azhousing.gov). Written answers to questions will be posted on the ADOH website weekly at <https://housing.az.gov/documents-links/publications>. Inquiries may be submitted in writing until **May 10, 2019**. Questions regarding the RFP will also be answered at the Public Meeting on **March 6, 2019** (Please see Timeline below).

## **Amendments to solicitation**

ADOH may amend the solicitation by posting the amendments on the ADOH website <https://housing.az.gov/documents-links/publications> no later than fourteen (14) calendar days before the due date.

## **Offer Acceptance Period**

A Consultant submitting an offer under this solicitation shall hold its offer open for ninety (90) days from the offer due date stated in the solicitation. ADOH may conduct negotiations with Consultant reasonably susceptible of being selected for award during the offer acceptance period.

## **Cost of Offer Preparation**

ADOH shall not reimburse any Consultant the cost of responding to a solicitation.

## **Award of Contract**

The chosen Consultant will be required to enter into a contract with ADOH attached as **Attachment 3**.

Notwithstanding any other provision of the solicitation, ADOH reserves the right to: waive any immaterial defect or informality; accept or reject any and all offers or portions thereof; cancel a solicitation; to obtain information concerning any or all Consultants from all sources; and to request an oral presentation from any or all Consultants. Responses that do not comply with the conditions specified in this RFP will be rejected. This RFP does not commit ADOH to award a contract to any Consultant. An offer does not constitute a contract nor does it confer any rights on the Consultant to the award of a contract. A notice of award or of the intent to award shall not constitute acceptance of the offer.

### **Americans with Disabilities Act**

People with disabilities may request special accommodations such as interpreters, alternative formats or assistance with physical accessibility. Requests for special accommodations must be made with seventy-two (72) hours prior notice. If you require special accommodations in responding to this RFP, please contact [RFP-AI@azhousing.gov](mailto:RFP-AI@azhousing.gov)

### **Discussions**

After the initial receipt of proposals, ADOH reserves the option to conduct discussions with those Consultants who submit proposals to clarify content of submitted proposals.

### **Proposal Submission**

Submit one (1) electronic copy of the complete proposal with all exhibits and forms via the ADOH Procurement Document Portal <https://housing.az.gov/portals/document-upload-portals> and one (1) hard original (with signed certification) before 4:00 p.m. Mountain Standard Time on May 17, 2019. Bound, hard-copy must be submitted to the reception desk of the Arizona Department of Housing located at 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007. The hard-copy Application materials specified above must be in eight and one-half by eleven (8 ½ x 11) format, placed in one (1) adequate sized three (3) ring binder, indexed and Tabbed to correspond with the Proposal Format outlined above. The front cover and spine of the three ring binder must be labeled RFP # 001.19 Analysis to Impediments Proposal– [agency name].

### **Timeline**

- A. Release of RFP Notification through ADOH Information Bulletin: **February 15, 2019.**
- B. Public meeting to discuss the RFP at **10:00 a.m. March 6, 2019** at the 1110 W. Washington St., Suite 250, Phoenix, 85007.
- C. Proposals due: **May 17, 2019** at 4:00 p.m.
- H. ADOH Award Announcement: **May 31, 2019.**
- I. Contract execution and Start Date: **June 14, 2019.**



Arizona  
Department  
of Housing

*Attachment 1*

**GENERAL INFORMATION SHEET**

**Contact Person:**

**Title:**

**Firm Name:**

**Street Address:**

**City/State/Zip:**

**Telephone: (    )**

**Email address:**



*Attachment 2*

**CERTIFICATION FORM**

**TO THE STATE OF ARIZONA:**

The undersigned hereby offers and agrees to furnish the service in compliance with all terms, conditions, and specifications and amendments in the Proposal and any written exceptions in the offer. Signature certifies understanding and compliance with the State of Arizona Uniform Terms and Conditions, as well as the following:

1. *Non-collusion, employment and services.* By signing the Offer and Acceptance Form or other official contract form, the Consultant certifies that:
  - a. It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its offer; and
  - b. It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability and that it complies with all applicable federal, state and local laws and executive orders regarding employment.
2. *Disclosure.* If the firm, business or person submitting this offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Consultant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Consultant shall include a letter with its offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
3. *Disqualification.* The offer of a Consultant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

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Firm Name

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Address

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City

State

Zip

The Consultant has caused this document to be duly executed as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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**Consultant's Authorized Signature**



*Attachment 3*

**CONTRACT**

**ARIZONA DEPARTMENT OF HOUSING  
SERVICES AGREEMENT**

This Agreement is effective as of May 17, 2017 and is made between ???, (hereinafter called "SERVICE PROVIDER), located at ?????????????? and the ARIZONA DEPARTMENT OF HOUSING (hereinafter called "HOUSING"), 1110 West Washington Street, Suite 280, Phoenix, Arizona 85007.

Whereas SERVICE PROVIDER has unique and specialized skills and capacity; and

Whereas HOUSING desires to assist SERVICE PROVIDER.

In consideration of the promises and mutual obligations set forth in this Agreement the parties agree as follows:

1. HOUSING engages SERVICE PROVIDER to provide services, as requested by HOUSING and outlined in *Scope of Work* (Attachment 1)
2. SERVICE PROVIDER agrees to make progress with the *Scope of Work* in accordance with the schedule of completion on the Performance Report (Attachment 4). SERVICE PROVIDER agrees to submit the *Performance Report* on a quarterly basis on the 15<sup>th</sup> of July, October, January, and April.
3. SERVICE PROVIDER accepts this engagement and agrees to provide these services.
4. The contact persons for the respective parties to this Agreement (persons handling contract transactions such as pay requests, questions, problems) are as follows:

Consultant  
Name/Title/phone/email

Arizona Department of Housing (HOUSING)  
Name/Title/phone/email

5. HOUSING shall pay SERVICE PROVIDER on a reimbursement basis in accordance with the budget on the ADOH *Payment Request Form* (Attachment 3). *Payment Request Forms* must include attachments with documentation of expenditures. In total, this engagement is not to exceed \$???????

6. In the event that this agreement is terminated for any reason, HOUSING shall reimburse SERVICE PROVIDER for all expenses incurred prior to notification of termination to the SERVICE PROVIDER.
7. In performing under this Agreement, SERVICE PROVIDER shall act at all times as an independent contractor. Nothing contained herein shall be construed or implied so as to create the relationship of principal and agent between HOUSING and SERVICE PROVIDER. SERVICE PROVIDER shall not make any commitment or incur any charges or expenses in the name of the HOUSING.
8. This Agreement shall expire on November 31, 2019 unless extended as provided herein.
9. This Agreement may be terminated by either party upon thirty (30) days written notice.
10. Service Provider agrees to adhere to the Terms and Conditions (Attachment 2). None of the provisions of this Agreement may be waived, changed or altered except in writing signed by both parties.
11. This Agreement constitutes the entire Agreement and understanding between SERVICE PROVIDER and HOUSING.
12. Every payment obligation of HOUSING under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by HOUSING or any other agency of the State of Arizona at the end of the period for which funds are available. No liability shall accrue to HOUSING or any other agency of the State of Arizona in the event this provision is exercised, and neither HOUSING nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
13. Compliance with immigration laws.
  - a. SERVICE PROVIDER warrants compliance with all Federal and state immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
  - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and SERVICE PROVIDER may be subject to penalties up to and including termination of the contract.
  - c. The State of Arizona retains the legal right to inspect the papers of any employee who works on the contract to ensure that SERVICE PROVIDER or its subcontractor, if any, is complying with the warranty under paragraph 11(a).
14. Pursuant to A.R.S. §§ 35-214 and 35-215, the SERVICE PROVIDER shall retain all data, books and other records (“records”) relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by HOUSING at reasonable times. Upon request, the SERVICE PROVIDER shall produce the original of any or all such records.

15. The requirements of A.R.S. § 38-511 apply to this Agreement. Within three years after execution of this Agreement, the State of Arizona or any of department or agency of the state (collectively referred to as "the State") may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the State is, at any time while this Agreement or any extension is in effect, an employee or agent of any other party in any capacity or a SERVICE PROVIDER to any other party with respect to the subject matter of this Agreement. A cancellation by the State shall be effective when written notice from the governor or the chief executive officer or governing body of the state department or agency is received by all other parties to this Agreement unless the notice specifies a later time. The cancellation of this Agreement by the State shall be effective when written notice is received by all other parties to this Agreement unless the notice specifies a later time. In addition to the right to cancel this Agreement, the State may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the State from any other party to this Agreement arising as the result of this Agreement.
16. SERVICE PROVIDER shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rule, and regulations, including the Americans with Disabilities Act. Service Provider shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
17. SERVICE PROVIDER assigns to HOUSING any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to SERVICE PROVIDER toward the fulfillment of this Agreement.
18. This Agreement shall be governed and interpreted by the laws of the State of Arizona.
19. The parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extend required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
20. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

**SERVICE PROVIDER:**

Consultant

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??????????

**ARIZONA DEPARTMENT OF HOUSING:**

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Carol L. Ditmore  
Director

## **Attachment 1 Scope of Work**

The Assessment will encompass the jurisdiction of the State of Arizona. Consultant must complete AI in accordance with the HUD Fair Housing Guide. Consultant must adhere to the contract Schedule of Completion. The Assessment must include at a minimum the following elements:

- A. All pertinent information and procedures outlined in the HUD Fair Housing Planning Handbook;
- B. Researched and analyzed data to identify possible impediments to fair housing, including:
  - 2. An examination of pertinent data including demographic, income, employment and housing data as well as studies that have been completed that relate to fair housing;
  - 2. A review of prior and current activities that promote fair housing, including an assessment of agencies currently providing fair housing programs in the area;
  - 3. An examination of private market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management; and
  - 4. An evaluation of public policies and practices which affect the provision of fair housing including but not limited to public services, state and local laws, ordinances and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies and practices in areas of low and high opportunity, procedures and practices of the local public housing authority and property tax policies including, but not limited to tax exemptions;
- C. Making recommendations to remedy any fair housing impediments identified:
  - 1. Identification of impediments to fair housing listed in order of priority with proposed methods of corrective actions to address identified impediments; and
  - 2. Developing an action plan for implementation of any programs or policy changes required as a result of the identification of impediments to fair housing.
- D. Producing thorough and complete documents that consolidate all elements in a format and organization structure that meets the federal regulations, guidelines and notifications;
- E. Summarizing recommendations of the Assessment of Fair Housing into reader friendly Executive summary using graphs, tables, pictures and charts;
- F. Obtaining meaningful involvement of citizens, community-based organizations, housing and service providers in the planning process. The following are expected to be completed as a part of the Scope of Services:
  - 3. Identify the public meetings needed in the endeavor of gathering information and the potential groups needed to participate. The Consultant will be responsible for preparing agendas, handouts, and other presentation materials as appropriate as well as maintain notes and results of each public meeting;

4. Consultant must document public presentations, meetings and hearings as appropriate and include summary of public participation in the Assessment;
- H. Present the AI to ADOH for comment and approval.

**Attachment 2**  
**UNIFORM TERMS AND CONDITIONS**  
**Version 9**

**1. Definition of Terms**

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. "*Contractor*" means any person who has a Contract with the State.

1.5. "*Days*" means calendar days unless otherwise specified.

1.6. "*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. "State Fiscal Year" means the period beginning with July 1 and ending June 30.

**2. Contract Interpretation**

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7. Uniform

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

2.3.4. Specifications;

2.3.5. Attachments;

2.3.6. Exhibits;

2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3. Contract Administration and Operation**

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**4. Costs and Payments**

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
  - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
  - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
  - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
  - 4.5.1. Accept a decrease in price offered by the contractor;
  - 4.5.2. Cancel the Contract; or
  - 4.5.3. Cancel the contract and re-solicit the requirements.

**5. Contract Changes**

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

**6. Risk and Liability**

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
- 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act,

omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
- 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals 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.
- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, 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 when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of

such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## 7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in

A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8. State's Contractual Remedies**

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
- 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9. Contract Termination**

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed

and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10. Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11. Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**12. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007



Attachment 3  
Example Only

Attachment 3  
ADOH Payment Request Form with Budget

ARIZONA DEPARTMENT OF HOUSING REQUEST FOR PAYMENT SUMMARY SHEET									
Recipient				Date					
Contract No.	Contract Period:			Revision No.					
Activity	Development of Arizona Analysis to Impediments to Fair Housing			Project City					
Recipient Address				Project Zip Code					
Contact Person				Project County					
Phone	Email								
Program Specialist	Email								
Itemized Payment Statement (Sheet 2 of 2) must accompany this form. Actual receipts, invoices, bank statements or copies of such items should not be included unless requested. ORIGINAL SIGNATURES are required for processing.									
a	b	c	d	e	f	g	h		
Budget Line Item or Activity No.	Amount	Total Amount Req. to Date	Balance in Account	Amount of this Request	New Balance				
Data Gathering			0.00		0.00				
Data Analysis			0.00		0.00				
Writing/Editing			0.00		0.00				
Public Hearings			0.00		0.00				
Expenses, supplies, etc.			0.00		0.00				
<b>Total</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
Recipient Authorized Signature									
			Date	Title					
Recipient Authorized Signatory certifies that all activities undertaken by the contractor with funds provided under this contract have been carried out in accordance with the contract. Attach wiring information if not previously submitted. Attach alternate mailing address if necessary.									
Performance Reports	Current <input type="checkbox"/>	Not Current <input type="checkbox"/>	For ADOH Use Only						
ADOH Program Specialist Approval	Approval		Date	ADOH Program Manager Approval			Date		

**Attachment 4  
Performance Report with Schedule of Completion**



**Example Only**

Attachment 4

ARIZONA DEPARTMENT OF HOUSING PERFORMANCE REPORT	
Recipient Contract/File No.	Date
Project Name Contract Termination Date	Performance Report Period
Activity Description	Jul Oct Jan Apr
Recipient Address	Project City
Contact Person	Project Zip Code
Phone	Project County
ADOH Program Specialist	Cell Phone
<b>Indicate adherence to contract or schedule changes. Due by the 20th July, Oct, Jan, April</b>	
	Target Date
	Updated Target Date
	Completion Date
Data Gathering	
Data Analysis	
Writing/Editing	
Public Hearings	
Expenses, supplies, etc.	
Please provide a <b>brief description of activities performed during this quarter</b> . Narrative should include occurrences that caused changes to plans and unforeseen circumstances.	
Recipient Authorized Signature	Title
Date	