

HOMELESS SERVICES

Request for Proposals (RFP) RFP-22-OHS-50

Schedule of Events

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	November 1, 2022
Submittal of Written Questions by 3:00 p.m.	November 15, 2022
Responses to Written Questions	December 2, 2022
Proposal Submittal Due Date by 3:00 p.m.	December 9, 2022
Proposal Submittal Location	Bids shall be submitted electronically via email to hsdprocurement@phoenix.gov . Enter the solicitation number on the subject line of the email when submitting your bid.
Award Recommendation to Phoenix City Council	April 2023

Submit proposals and requests for alternate formats to:

Vanessa Quintana, Procurement Officer
City of Phoenix Human Services Department
200 W. Washington Street, 18th Floor
Phoenix, Arizona 85003
Telephone: (602) 534-1032 (7-1-1 Friendly)
Vanessa.ramirez@phoenix.gov

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

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RFP Process

1. OVERVIEW

- 1.1. The City of Phoenix is committed to ensuring Phoenix is a great place to live, work and visit. With 1.5 million residents and growing, Phoenix is the fifth largest city in the nation. Like all large, urban metropolises, Phoenix must balance the diverse needs of all its residents and partners to promote a healthy, vibrant community. This includes the needs of individual constituents; neighborhoods and communities; and businesses. The City of Phoenix Human Services Department (HSD) is committed to ending homelessness through a comprehensive, regional approach to housing and services in coordination and collaboration with the Maricopa Regional Continuum of Care (CoC).
- 1.2. Phoenix has invested in preventing and ending homelessness since 1982 when urban camps emerged in the downtown area. Since that time, Phoenix has developed a diverse portfolio of housing and services designed to meet the unique needs of families with children, single adults, and unaccompanied youth experiencing homelessness. The number of persons experiencing homelessness in Phoenix and across the Maricopa Region has remained relatively stable over the past decade at an average of 6,000 on any given night. However, the number of persons experiencing unsheltered homelessness in the Maricopa Region has dramatically increased over the past two years resulting in the allocation of additional resources to serve this population and a focus on housing and services for those most vulnerable.
- 1.3. The City of Phoenix Human Services Department, Office of Homeless Solutions provides support services for persons who are experiencing homelessness. This solicitation makes funds available for eight distinct services prioritized by the City of Phoenix based on local needs. Eligible organizations may propose to provide one or more services supported through this solicitation. Each service is described in a separate Scope of Work. Each Scope of Work will require a separate response. The Scopes of Work are located in **Section II – Scope of Work** and identified as **1 – 6**. The Submittal Instructions and Evaluation Criteria for each Scope of Work are located in **Section IV – Submittals**.

2. SERVICE DESCRIPTIONS – SCOPE OF WORK

Offeror will provide professional services that will be in accordance with the Scope of Work requirements set forth in this solicitation, which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. Offeror will provide monthly progress reports to the City.

2.1. SECTION II – SCOPE OF WORK – 1:

Emergency Crisis Shelter for Families Prioritized by Phoenix Public Safety and Human Services Officials:

Up to \$200,000 annually in Emergency Solutions Grant, Community Development Block Grant and/or General-Purpose Funding is made available for



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emergency shelter operations and services for families identified by City of Phoenix Police, Fire and Human Services Officials. Access to shelter should be available seven (7) days per week, 24 hours per day, as beds and/or units are available. Emergency access is defined as immediate acceptance into shelter, without regard for Coordinated Entry or other prioritization requirements. The City reserves the right to determine the presence of an emergency. The Contractor reserves the right to deny emergency access to families or individual family members previously barred from the program. Beds or units should be new capacity, designated solely for this program.

2.2. SECTION II – SCOPE OF WORK – 2:

Rapid Rehousing and Housing Stabilization Support:

Up to \$550,000 annually in Emergency Solutions Grant, Community Development Block Grant and/or General-Purpose Funding is made available to support individuals moving from sheltered or unsheltered homelessness to permanent housing using a Housing First model. The primary goal of rapid rehousing (RRH) is to provide temporary assistance that quickly moves individuals and families who experience literal homelessness into permanent housing while providing appropriate time-limited supports to help them stabilize.

2.3. SECTION II – SCOPE OF WORK – 3:

Navigation and Wrap Around Services for Justice Involved Individuals Experiencing Homelessness:

Up to \$225,000 annually in Emergency Solutions Grant, Community Development Block Grant and/or General-Purpose funding is made available to support persons experiencing homelessness who become involved in the criminal justice system, within the City of Phoenix. The intent of this service is to provide navigation and case management services to persons charged in Phoenix Municipal Court with repeat misdemeanor offenses or in Initial Appearance Court as it relates to their homelessness.

2.4. SECTION II – SCOPE OF WORK – 4:

Outreach and Engagement for Persons Experiencing Homelessness:

Up to \$600,000 annually in Emergency Solutions Grant, Community Development Block Grant and/or General-Purpose Funding is made available to support outreach and engagement services for persons experiencing homelessness. The intent of this service is to provide Outreach and engagement services include activities to locate, identify, and build relationships with unsheltered persons experiencing homelessness and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs.



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2.5. SECTION II – SCOPE OF WORK – 5:

Phoenix Community Action Response Engagement Services (C.A.R.E.S.) Outreach:

Up to \$1,175,000 annually in General Purpose Funds and/or Community Development Block Grant funding is made available to support the city's process for connecting the community with services like encampment clean up, shelters and other resources for individuals and families experiencing homelessness. The intent of this service is to provide a 24/7 community response network connecting the community with necessary resources including homeless service providers, city departments, and law enforcement.

2.6. SECTION II – SCOPE OF WORK – 6:

Homeless Youth Reunification:

Up to \$1,000,000 in American Rescue Plan Act (ARPA) funding is made available for services dedicated to connecting youth experiencing homelessness with housing and support needs. The program intent is to reconnect youth with family/friends, and pay for housing deposits, other move-in needs and unexpected barriers that prevent youth from exiting homelessness.

3. DESCRIPTION – STATEMENT OF NEED:

The City of Phoenix invites sealed offers for Homeless Services as described in this solicitation.

This solicitation is available through Arizona Relay Service 7-1-1. Please call TTY 800-367-8939 for assistance.

4. MINIMUM QUALIFICATIONS:

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

4.2. Offeror shall have at least **five (5) years** of experience dealing with the homeless population and successfully managing federal grants.

5. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

5.1. The City may require the selected Offeror to participate in negotiations and to submit such costs, technical or other revisions of the submittals as may result from negotiations. The City shall draft all final contracts and documents that result from this RFP.

5.2. The language contained in *Section III – Subrecipient Agreement* and Offeror's statement of qualifications will form the basis of any resulting contract. However, this RFP does not commit the City to enter into a contract, to pay any costs incurred in the preparation of a submittal to this request or in subsequent



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negotiations, or to procure a contract for the project(s).

5.3. Offerors are responsible for reading the agreement and submitting any questions about it in accordance with the process listed in this agreement. By submitting a proposal, each Offeror agrees it will be bound by the agreement. For Scopes of Work 1-5, the City anticipates a one-year term beginning on July 1, 2023 through June 30, 2024, with four one-year options to extend, for a total aggregate term of 5 years. For Scope of Work 6, the City anticipates a one and a half-year term beginning on July 1, 2023 through December 31, 2024, for a total potential term of 1.5 years. Notwithstanding the foregoing, this Agreement will terminate upon the earliest occurrence of any of the following:

- reaching the end of the term and any extensions;
- completing the services set forth in the Scope of Work (the “Services”);
- payment of the maximum authorized compensation; or
- termination pursuant to the provisions of the Agreement.

5.4. Terms and conditions of the Subrecipient Agreement will vary based on the Scope of Work and funding source.

6. FUNDING AND PROJECTED AWARDS

The City of Phoenix utilizes multiple sources of funding to support homeless services which include Emergency Solutions Grant (ESG), Community Development Block Grant (CDBG), City of Phoenix General Purpose Funds (GPF), and American Rescue Plan Act (ARPA). Offerors are solely responsible for understanding and complying with all applicable federal and local regulations and requirements throughout the contract period.

ESG regulations and program information can be found at:
<https://www.hudexchange.info/programs/esg/>.

CDBG regulations and program information can be found at:
<https://www.hudexchange.info/programs/cdbg/>.

ARPA regulations and program information can be found at:
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

SERVICE	FUND SOURCE / COMPONENT	ESTIMATED ANNUAL AMOUNT
Emergency Crisis Shelter for Families Prioritized by Phoenix Public Safety and	ESG, CDBG and/or GPF / Emergency	\$200,000



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Human Services Officials	Shelter	
Rapid Rehousing and Housing Stabilization Support	ESG, CDBG and/or GPF / Rapid Rehousing	\$550,000
Navigation and Wrap Around Services for Justice-Involved Individuals Experiencing Homelessness	ESG, CDBG and/or GPF / Public Services	\$225,000
Outreach and Engagement for Persons Experiencing Homelessness	ESG, CDBG and/or GPF / Public Services	\$600,000
Phoenix Community Action Response Engagement Services (C.A.R.E.S.)	CDBG and/or GPF/ Public Services	\$1,175,000
Homeless Youth Reunification	ARPA / Public Services	\$1,000,000
	TOTAL	\$3,750,000

7. PRE-PROPOSAL MEETING:

A Pre-Proposal Meeting will not be held. Offerors should reference the Homeless Services RFP presentation posted on the City’s solicitation website at <https://solicitations.phoenix.gov/Solicitations/Details/1366> and are encouraged to submit questions in writing to the Procurement Officer prior to the Written Inquiries Due Date stated in the Schedule of Events.

8. CITY’S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Offerors must be registered in the City’s eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City’s eProcurement system.

9. PREPARATION OF OFFER:

9.1. All forms provided must be completed and submitted with your offer. The signed and completed Solicitation Disclosure form must be included or your offer may be deemed non-responsive.

9.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed in original ink by the authorized person signing the offer. No offer will be altered, amended, or withdrawn after the specified offer due date and time. The City is not responsible for Offeror’s errors or omissions.

9.3. All time periods stated as a number of days will be calendar days.

9.4. It is the responsibility of all Offerors to examine the entire solicitation and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due date and time. Offerors are strongly encouraged to:



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- 9.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
 - 9.4.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
 - 9.4.3. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Offeror has discovered in or between the solicitation and such other related documents.
- 9.5.** The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Offeror is responsible for all costs incurred in responding to this solicitation. All materials and documents submitted in response to this solicitation become the property of the City and will not be returned.

10. EXCEPTIONS:

Offeror must not take any exceptions to any terms, conditions, or material requirements of this solicitation. Offers submitted with exceptions may be deemed non-responsive and disqualified from further consideration. Offerors must conform to all the requirements specified in the solicitation. The City encourages Offerors to ask the procurement officer questions rather than including exception in their Offer.

11. INQUIRIES:

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

To be considered, written inquiries must be received at the address on the cover page by the submittal time. Written inquiries may be emailed to the address on the cover page. Inquiries received will then be answered in an addendum and published on the Procurement Website.

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

12. ADDENDA:

The City of Phoenix will not be responsible for any oral instructions made by any employees or officers of the City of Phoenix in regard to the offering instructions, plans, drawings, specifications, or contract documents. Any changes to the plans, drawings, and specifications will be in the form of an addendum. The Offeror must acknowledge receipt of any/all addendum by signing and returning the addenda document with the offer submittal.



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13. BUSINESS IN ARIZONA

The City will not enter contracts with Offerors (or any company(ies)) not granted authority to transact business, or not in good standing, in the state of Arizona by the Arizona Corporation Commission, unless the offeror asserts a statutory exception prior to entering a contract with the City.

14. LICENSE:

If required by law for the operation of the business or work related to this Offer, Offeror must possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.

15. CERTIFICATION:

By signature in the offer section of the Affidavit page, Offeror certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Offeror must not discriminate against any employee, or applicant for employment in violation of Federal or State Law. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.

16. SUBMISSION OF OFFER:

16.1. Electronic Offers must be in possession of the Department on or prior to the exact time and date indicated in the Schedule of Events. Late offers will not be considered. The prevailing clock will be the email arrival time.

16.2. Please submit your bid electronically via email to hsdprocurement@phoenix.gov. The date and time on the email will provide proof of submission and verification if the bid was received on or prior to the Proposal Submittal Due Date. Indicate in the body of the email that you are submitting a response to the solicitation.

16.3. Offers must be submitted electronically via email and the following information should be noted on the subject line:

- Solicitation Number
- Solicitation Title

All offers must be completed in ink or typewritten. Include the number of copies that are required as indicated in the Submittal section.

17. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, an Offeror (or designated representative) may withdraw the offer by submitting a request in writing and signed by a duly authorized representative. Facsimiles, telegraphic or mailgram withdrawals



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will not be considered. Withdrawals may not be made after the proposal due date.

18. OFFER RESULTS:

Offers will be opened on the offer due date, time and location indicated in the Schedule of Events. Offers and other information received in response to the solicitation will be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Offers are not available for public inspection until after the City has posted the award recommendation on the City's website.

19. PRE-AWARD QUALIFICATIONS:

Upon notification of an award the Offeror will have 10 business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in Section III – Subrecipient Agreement, Exhibit C, 2. Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

20. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s) who are regularly established in the service contained in this solicitation and who have demonstrated the ability to perform the required service in an acceptable manner. Factors that will be considered by the City include:

- Service Methodology
- Cost and Fiscal Ability
- Organizational Capacity
- Implementation Plan
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current government or industrial contracts; and,
 - Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation; and,
 - Safety record; and,
 - Offeror history of performance and termination for convenience or cause.

Notwithstanding any other provision of this solicitation, the City reserves the right to: (1) waive any immaterial defect or informality; or (2) reject any or all offers or portions thereof; or (3) reissue a solicitation.

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

The City reserves the right to disqualify any Offeror on the basis of any real or apparent



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conflict of interest that is disclosed by the offer submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Offeror submitting an offer herein 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 of Phoenix or any court.

22. SOLICITATION TRANSPARENCY POLICY:

- 22.1.** Commencing on the date and time a solicitation is published, potential or actual offerors or respondents (including their representatives) shall only discuss matters associated with the solicitation with the Mayor, any members of City Council, the City Manager, any Deputy City Manager, or any department director directly associated with the solicitation (including in each case their assigned staff, except for the designated procurement officer) at a public meeting, posted under Arizona Statutes, until the resulting contract(s) are awarded to all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement Officer of the City's intent to reissue the same or similar solicitation. As long as the solicitation is not discussed, Offerors may continue to conduct business with the City and discuss business that is unrelated to the solicitation with the City staff who is not involved in the selection process.
- 22.2.** Offerors may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through the Procurement Officer, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.
- 22.3.** With respect to the selection of the successful Offerors, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Offerors.
- 22.4.** This policy is intended to create a level playing field for all Offerors, assure that contracts are awarded in public, and protect the integrity of the selection process. **OFFERORS THAT VIOLATE THIS POLICY SHALL BE DISQUALIFIED.** After official Notice is received by the City for disqualification, the Proposer may follow the Protest process, unless the Solicitation is cancelled without notice of intent to re-issue.
- 22.5.** "To discuss" means any contact by the proposer, regardless of whether the City responds to the contact. Offerors that violate this policy shall be disqualified until the resulting contract(s) are awarded, or all offers or responses are rejected and the solicitation is cancelled without any announcement by the Procurement



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Officer of the City's intent to reissue the same or a similar solicitation. The City interprets the policy as continuing through a cancellation of a solicitation until Council award of the contract, as long as the City cancels with a statement that the City will rebid the solicitation.

23. PROTEST PROCESS:

- 23.1.** Offeror may protest the contents of a solicitation no later than seven days before the solicitation deadline when the protest is based on an apparent alleged mistake, impropriety or defect in the solicitation. Protests filed regarding the solicitation may be addressed by an amendment to the solicitation or denied by the City. If denied, the opening and award will proceed unless the City determines that it is in the City's best interests to set new deadlines, amend the solicitation, cancel or re-bid.
- 23.2.** Therefore, unless otherwise notified by a formal amendment, the Protester must adhere to all solicitation dates and deadlines, including timely filing of an offer, regardless of filing a protest.
- 23.3.** Offeror may protest an adverse determination issued by the City regarding responsibility and responsiveness, within seven days of the date the Offeror was notified of the adverse determination.
- 23.4.** Offeror may protest an award recommendation if the Offeror can establish that it had a substantial chance of being awarded the contract and will be harmed by the recommended award. The City will post recommendations to award the contract(s) to a particular Offeror on the City's website. Offeror must submit award protests within seven days after the posting of the award recommendation, with exceptions only for good cause shown, within the City's full and final discretion.
- 23.5.** All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:
- Identification of the solicitation number;
 - The name, address and telephone number of the protester
 - A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
 - The form of relief requested; and
 - The signature of the protester or its authorized representative.
- 23.6.** The Procurement Officer will render a written decision within a reasonable period after the protest is filed. The City will not request City Council authorization to award the contract until the protest process is complete. All protests and appeals must be submitted in accordance with the City's Procurement Code, (Phoenix City Code, Ch. 43), and administrative regulations and any protests or appeals not submitted within the time requirements will not be considered.



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24. PUBLIC RECORD:

All Offers submitted in response to this invitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information “confidential.” To the extent necessary for the evaluation process, information marked as “confidential” will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as “confidential” available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify an Offeror in writing of any request to view any portion of its Offer marked “confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.

25. LATE OFFERS:

Late Offers must be rejected, except for good cause. If a late Offer is submitted absent documentation of good cause, the Department will document the date and time of the submittal of the late Offer, keep the Offer and notify the Offeror that its Offer was disqualified for being a late Offer.

26. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or data requested or who provides materially inaccurate or misleading information or data. The City further reserves the right to disqualify any Offeror on the basis of any real or apparent conflict of interest that is disclosed by the Offeror submitted or any other data or information available to the City. This disqualification is at the sole discretion of the City. By submission of a solicitation response, the Offeror waives any right to object now or at any future time, before any agency or body including, but not limited to, the City Council of the City or any court as to the exercise by the City of such right to disqualify or as to any disqualification by reason of real or apparent conflict of interest determined by the City. The City reserves the right to replace the disqualified Offeror.

27. CONTRACT AWARD:

The City reserves the right to award a contract by individual line items, by group, all



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or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

28. EQUAL LOW OFFER:

Contract award will be made by putting the names of the tied vendors in a cup for a blind drawing limited to those bidders with tied offers. If time permits, the offerors involved will be given an opportunity to attend the drawing. The drawing will be witnessed by at least three persons, and the contract file will contain the names and addresses of the witnesses.

29. EVALUATION OF COMPETITIVE SEALED OFFERS:

The City will use its discretion in applying the following processes to this solicitation. Any ties in scoring will be resolved with a best and final price request and the lowest price will prevail.

30. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

30.1. Offers will be reviewed for documentation of minimum qualifications, completeness, and compliance with the Solicitation requirements. The City reserves sole discretion to determine responsiveness and responsibility.

30.2. Responsiveness: Nonresponsive Offers will not be considered in the evaluation process. The solicitation states criteria that determine responsiveness, and the solicitation includes terms and conditions that if included or excluded from Offers (as the case may be) will render an Offer nonresponsive.

30.3. Exceptions, conditions, reservations, or understandings are presumed to be unacceptable, and an Offer that includes unacceptable exceptions, conditions, reservations, or understandings may be rejected as nonresponsive. Alternatively, the City in its sole discretion may instruct in writing that any Offeror remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so in writing, the City may determine the Offer to be nonresponsive.

30.4. Responsibility: To obtain true economy, the City must conduct solicitations to minimize the possibility of a subsequent default by the contractor, late deliveries, or other unsatisfactory performance that may result in additional administrative costs. It is important that the Offeror be a responsible contractor. Responsibility includes the Offeror's integrity, skill, capacity, experience, and facilities for conducting the work to be performed.

30.5. The Procurement Officer, in consultation with legal counsel, will review each Offer to determine if the Offeror is responsible. The City's determination as to whether an Offeror is responsible will be based on the information furnished by the Offeror, interviews (if any), any information at the City's request, information in any best and final offer, and information received from Offeror's references, including information about Offeror's past history, terminations for convenience or cause, contract breach lawsuits or notices of claim and any other sources the City deems appropriate. Award of the Contract resulting from the Solicitation will



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not be made until any necessary investigation, which each Offeror agrees to permit by submitting its Offer, is made by the City as it deems necessary. A review of responsibility may occur up to contract award.

- 30.6.** The Offeror's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Offeror.

31. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE:

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion. The overall consensus scores will determine the Offerors' rankings, and which Offers are within the Competitive Range, when appropriate. Offerors should reference the Scoring Rubric (Attachment 4), which will be utilized in the evaluation of Offers.

32. OFFERS NOT WITHIN COMPETITIVE RANGE:

The City may notify Offerors of Offers that the City determined are not in the Competitive Range.

33. DISCUSSIONS WITH OFFERS IN THE COMPETITIVE RANGE:

33.1. The City will notify each Offeror whose Offer is in the Competitive Range or made the 'short list' and provide in writing any questions or requests for clarification to the Offeror. Each Offeror so notified may be interviewed by the City and asked to discuss answers to written or oral questions or provide clarifications to any facet of its Offer. The Offerors in the competitive range may be required to provide a demonstration of their product.

33.2. Demonstrations - Offerors in the competitive range may be invited to construct a hands-on sample or presentation of their solution at the City of Phoenix. In addition, each finalist may prepare and deliver a presentation of their proposed solution based on the script developed by the evaluation panel. The City may also require a hands-on lab demonstration designed specifically for the evaluation panel. The results of the surveys will be tabulated and delivered to the evaluation team for the final review and solution selection session(s).

33.3. If an Offer in the Competitive Range contains conditions, exceptions, reservations or understandings to or about any Contract or Solicitation requirement, the City may discuss or negotiate the conditions, exceptions, reservations or understandings during these meetings. But the City in its sole discretion may reject any and all conditions, exceptions, reservations and understandings, and the City may instruct any Offeror to remove the conditions, exceptions, reservations or understandings. If the Offeror fails to do so, the City may determine the Offer is nonresponsive, and the City may revoke its determination that the Offer is in the Competitive Range.

33.4. To the fullest extent permitted by law, the City will not provide any information,



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financial or otherwise, to any Offeror about other Offers received in response to this solicitation. During discussions with Offerors in the Competitive Range, the City will not give Offerors specific prices or specific financial requirements that Offerors must meet to qualify for further consideration. The City may state that proposed prices are too high with respect to the marketplace or otherwise unacceptable. Offerors will not be told of their relative rankings before Contract award.

34. BEST AND FINAL OFFER (BAFO):

- 34.1.** A BAFO is an option available for negotiations. Each Offeror in the Competitive Range, which is determined in the City's sole discretion, may be afforded the opportunity to amend its Offer and make one BAFO.
- 34.2.** If an Offeror's BAFO modifies its initial Offer, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial Offers. The City will adjust appropriately the initial scores for criteria that have been affected by Offer modifications made by a BAFO. Based on the criteria defined in the solicitation as weighted, the City will then perform final scoring and prepare final rankings.
- 34.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 34.4.** The City reserves the right to make an award to an Offeror whose Offer is the highest rated, best value, and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Offeror, without negotiations, and without soliciting BAFOs.

35. COOPERATIVE AGREEMENT:

In addition to the City and with approval of the Contractor, this contract may be extended for use by other municipalities and government agencies in the State of Arizona.

A current listing of eligible entities may be found at www.mesaaz.gov/business/purchasing/save Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that entity. The City shall not be responsible for any disputes arising out of transactions made by other entities who utilize this solicitation.



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SCOPE OF WORK – 1

EMERGENCY CRISIS SHELTER FOR FAMILIES PRIORITIZED BY PHOENIX PUBLIC SAFETY AND HUMAN SERVICES OFFICIALS

1. OBJECTIVE

- 1.1.** The City of Phoenix seeks to contract for emergency shelter operations and services for families identified by City of Phoenix Police, Fire, and Human Services Officials. Access to shelter should be available seven (7) days per week, 24 hours per day, as beds and/or units are available. Emergency access is defined as immediate acceptance into shelter or hotel/motel where the cost of the hotel stay is paid with these or other funds. Within forty-eight (48) hours, the Contractor will coordinate services through the regional coordinated entry system. Beds or units shall be new inventory and may not impact existing shelter inventory. It is estimated that a total of \$200,000 will be available in this category.
- 1.2.** Contractor shall describe the process for referral and program acceptance, timeline from acceptance to shelter placement, housing assessment, Coordinated Entry coordination, and transition toward stabilization for all families served. One hundred percent (100%) of referrals from the City should be accepted if eligible. Contractor shall describe internal resources that will be leveraged to serve participants' needs.

2. PARTICIPANT ELIGIBILITY

- 2.1.** Eligible participants include persons experiencing homelessness meeting the Level 1 definition of “homeless” (literally homeless), within the City of Phoenix, defined by HUD in CFR 24 CFR part 576.2 as:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or



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(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

- 2.2.** Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether a member of the household has a disability. A child who is temporarily away from the home because of placement in foster care is considered a member of the family. Contractors may not discriminate against a group of people presenting as a family based on the composition of the family (e.g., adults and children or just adults), the age of any member's family, the disability status of any members of the family, marital status, actual or perceived sexual orientation, or gender identity.
- 2.3.** The City reserves the right to determine the presence of an emergency. The Contractor reserves the right to deny emergency access to families or individual family members when they pose a potential threat to general health or safety or have been previously barred from the program for cause.

3. ELIGIBLE EMERGENCY SHELTER COMPONENTS

- 3.1.** Essential services for families in emergency shelter including case management, childcare, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, and transportation. Shelter Operations, including maintenance, rent, security, fuel, equipment, insurance, utilities, furnishings, and supplies necessary for the operation of the emergency shelter. Administrative costs are not eligible. Contractor may refer out essentials services if unable to provide these services in-house.
- 3.2.** For specific requirements and eligible costs, see: 24 CFR part 576.102. Please note the City of Phoenix is not supporting Renovation, Relocation or Administration in this solicitation.

4. SITE REQUIREMENTS

- 4.1. Location:** The facility must be located within the boundaries of the City of Phoenix.
- 4.2. Zoning, Permits, Building Code Guidelines:**
<https://www.phoenix.gov/pdd/devcode>
- Shelters are allowed by right in A-1 and A-2 zoning district if more (>) than 1,320 feet from a residential district.
 - Use Permit approval required if in A-1 or A-2 zoning district if less (<)



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than 1,320 feet from a residential district.

- Pocket shelters are allowed as an accessory use to a church (1-12 unrelated persons) in RE-43–A-2 zoning districts (with additional requirements).
- Salvation Army welfare activities are allowed in C-2, C-3, and RSC zoning districts subject to a Special Permit.
- Site plan review or zoning sign off must be completed (sufficient parking, ADA compliance).
- Residential Group R-4 occupancies may serve up to 16 persons, excluding staff.
- Residential Group R-1 occupancies may be used where the occupant load exceeds 10 occupants.

4.2.1. A change of occupancy may require substantial upgrades to the life, fire safety and accessibility aspects of the property including:

- Sprinklers
- Alarms
- Egress
- Accessibility
- Fire resistance rated construction

A building plan review will be required for a change of occupancy as well as any additions, alterations, or repairs to the property.

4.3. Zoning, Permits, Building Code Requirements: Contractor shall submit with their Offer, current proof of the following Zoning, Permit and Building Code documents.

- Confirmation that the property has the required zoning entitlements.
- Completed site plan review or zoning sign off (sufficient parking, ADA compliance).
- Verification from a licensed architect in the form of a signed and sealed letter that the building complies with the required health accessibility, life and fire safety, and structural requirements of the adopted building codes; and
- Verification from a licensed architect in the form of a signed and sealed letter that the building has a valid Certificate of Occupancy suitable for transient residential occupancy based on the number of occupants and will remain compliant after including additional occupants.

5. FACILITY REQUIREMENTS

5.1. Access. The shelter must be accessible in accordance with Section 504 of the Rehabilitation Act (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing



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regulations at 24 CFR part 100; and Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq.), and 28 CFR part 35; where applicable.

- 5.2. Space and Security.** The shelter must provide each program participant in the shelter with an acceptable place to sleep and adequate space and security for themselves and their belongings.
- 5.3. Structure and Materials.** The shelter building must be structurally sound to protect residents from the elements and not pose any threat to health and safety of the residents.
- 5.4. Minimum Standards for Emergency Shelters.** Any emergency shelter that receives assistance for shelter operations must also meet the following minimum safety, sanitation, and privacy standards. The recipient may also establish standards that exceed or add to these minimum standards.
- 5.5. Sanitary Conditions.** The shelter must be always maintained in a sanitary condition.
- 5.6. Lead-Based Paint Remediation and Disclosure.** The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851– 4856), and implementing regulations in 24 CFR part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG program and all housing occupied by program participants.
- 5.7. Occupational Safety.** Ensure sleeping areas and operational procedures comply with applicable Occupational Safety and Health Administration (“OSHA”) Standards, specifically Section 1910.
- 5.8. Interior Air Quality.** Each room or space within the shelter must have a natural or mechanical means of ventilation. The interior air must be free of pollutants at a level that might threaten or harm the health of residents.
- 5.9. Thermal Environment.** The shelter must have any necessary heating/cooling facilities in proper operating condition and the shelter facilities must be kept at an appropriate room temperature.
- 5.10. Water Supply.** The shelter's water supply must be free of contamination.
- 5.11. Sanitary Bathroom and Showers.** Each program participant in the shelter must have access to sanitary facilities that are in proper operating condition, are private, and are adequate for personal cleanliness and the disposal of human



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waste.

5.12. Illumination and Electricity. The shelter must have adequate natural or artificial illumination to permit normal indoor activities and support health and safety. There must be sufficient electrical sources to permit the safe use of electrical appliances in the shelter.

5.13. Food Preparation. Food preparation areas, if any, must contain suitable space and equipment to store, prepare, and serve food in a safe and sanitary manner.

5.14. Fire Safety. There must be at a minimum, one (1) working smoke detector in each occupied unit of the shelter. Where possible, smoke detectors must be located near sleeping areas. The fire alarm system must be designed for hearing-impaired residents. All public areas of the shelter must have at a minimum one (1) working smoke detector. There must also be a second means of exiting the building in the event of fire or another emergency.

5.15. Evacuation Plan. Contractor is required to maintain a fire safety and emergency evacuation plan for clients, staff and volunteers, in English and Spanish, that include at least the following elements:

- Posted evacuation plan
- Individualized evacuation plan for clients, staff, and volunteers with disabilities
- Fire drills conducted at least quarterly
- Fire extinguishing and detection systems that conform to local building and fire codes

5.16. First Aid. Ensure that appropriate training/access to first aid equipment and supplies are available in case of a medical emergency.

5.17. Emergency Contact. Provide access to a telephone and post emergency telephone numbers conspicuously near the telephone.

6. ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with the following administrative requirements, among others:

6.1. Americans with Disabilities Act

6.1.1. Provide equal access to programs and services for individuals with disabilities in compliances with the Americans with Disabilities Act. The Contractor shall provide reasonable accommodation for clients in the following categories: visual impairments, hearing impairments, mobility impairments and/or mental impairments.



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6.2. Fair Housing Act

6.2.1. Provide equal opportunity for individuals seeking housing assistance. The Contractor shall not discriminate against individuals seeking housing assistance based on race, color, national origin, religion, sex, familial status, or disability.

6.3. Administration

- 6.3.1. Provide secure storage space for confidential documents relating to clients and personnel.
- 6.3.2. Maintain a policy manual that includes program mission and goals; population served; program description; intake procedures; data entry procedures; non-discrimination policy; fingerprinting procedure; confidentiality statement; and client termination policies.
- 6.3.3. Maintain personnel training documentation.

7. PERFORMANCE GOALS AND INDICATORS

- 7.1. 100% referrals accepted.
- 7.2. 100% of participants are assessed for housing need.
- 7.3. 100% of participants are case managed.

8. REPORTING REQUIREMENTS

- 8.1. Contractor will submit a monthly payment request, supporting documentation, and program reports via email to: hsd.homelessinvoices@phoenix.gov for reimbursement no later than the 15th day following the end of the reporting month (i.e., February 15th for the January report) to include:
- Contract Payment Request Form
 - Outcome Report
 - HMIS Annual Performance Report (APR) run based on fiscal year to date (July 1 – previous month)
- 8.2. Provide any other report as requested by the City including aggregate or client level data through the HMIS System and according to approved Continuum of Care (CoC) Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. The City reserves the right to add, remove or revise reporting requirements at its discretion.
- 8.3. Provide full read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. The Contractor is responsible for notifying the HMIS Lead Agency and granting access to the City within three (3) business days of monitoring notice.



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9. CONTRACTOR RESPONSIBILITIES

In addition to its other obligations, the Contractor shall:

- 9.1. Participate in a Contractor orientation provided by the City.
- 9.2. Inform the City of vacancies of funded positions in writing within five business days of the vacancy.
- 9.3. Request clarification and/or technical assistance to resolve barriers to service in a timely manner.
- 9.4. Maintain a signed HMIS data sharing agreement.
- 9.5. Agree to share mutual client records with the City on an as needed basis including HMIS data records, upon explicit consent of the client.

10. CITY RESPONSIBILITIES

In addition to its other obligations, the City shall:

- 10.1. Provide Payment Request Form and non-HMIS reports electronically.
- 10.2. Perform fiscal and programmatic desktop monitoring monthly.
- 10.3. Conduct onsite fiscal and programmatic monitoring review.
- 10.4. Process payments upon receipt of complete and accurate reports and Payment Request Form.
- 10.5. Inform the Contractor of any concerns or potential changes in a timely manner.
- 10.6. Provide ongoing technical assistance and support

11. REGIONAL PARTICIPATION REQUIREMENTS

All sub-recipients shall participate in the Maricopa Regional CoC, provide services in alignment with the Maricopa Regional Standards of Excellence for Emergency Shelter for Families and/or Single Individuals, participate in the Maricopa Regional Coordinated Entry System (CES) and case conferencing as appropriate in accordance with standards approved by the Maricopa Regional CoC Governing Board, record all client-related data and activity in HMIS using the HMIS standards approved by the Maricopa Regional CoC Governing Board, and provide services consistent with a “Housing First” approach as defined by HUD.



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SCOPE OF WORK – 2

RAPID REHOUSING AND HOUSING STABILIZATION SUPPORT

1. OBJECTIVE

- 1.1. The City of Phoenix seeks to contract for Rapid Rehousing and Housing Stabilization Support activities including housing stabilization services and/or short- and medium-term rental assistance. The intent of the service is to provide persons enrolled in a housing program with preliminary stabilization services while they participate in activities necessary to obtain appropriate housing. Activities may include all activities outlined in ESG regulations at 24 CFR 576.104-106. It is estimated that a total of \$550,000 will be available in this category.
- 1.2. Contractor must describe the process by which they will identify eligible participants, bridge, or interim housing capacity as applicable, case management needs, connection to mainstream benefits, case plan development and coordination with Coordinated Entry. Contractor shall describe internal resources that will be leveraged to serve participants needs.

2. PARTICIPANT ELIGIBILITY

- 2.1. Rapid Re-Housing Assistance may be provided to:
 - 2.1.1. Individuals and families that are homeless under Category 1 (Persons sleeping in emergency shelter, on the streets, or another place not meant for human habitation) of the homeless definition, i.e., those that meet the criteria under paragraph (1) of the “homeless” definition at 24 CFR 576.2.
 - 2.1.2. It may also be provided to persons who are fleeing domestic violence (DV) and meet the criteria under Category 4 (Fleeing/Attempting to Flee DV) of the “homeless” definition that are living on the streets or in an emergency shelter.

3. ELIGIBLE COSTS

Rental Assistance (24 CFR 576.106)

- Short- or Medium-Term rental assistance **up to a maximum of 24 months**; provide Contractor will provide the least amount of assistance necessary (typically 6 months or less) to each client.
 - Every effort should be made to maximize the number of households Contractor is able to serve by providing households with the financial assistance in a progressive manner, providing only the assistance necessary to stabilize in permanent housing.



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- Rental arrears (one-time payment for **up to 6 months of rent in arrears**)

Any combination of the above, as long as the total amount of assistance does not exceed 24 months. Rental assistance can be project-based or tenant-based.

Housing Relocation and Stabilization Services

- Financial Assistance (24 CFR 576.105)
 - Rental Application Fees (when charged by owner to all applicants)
 - Security Deposits (no more than 2 month's rent)
 - Last Month's Rent (applies to 24-month cap)
 - Utility Deposits (when required by utility company for all customers)
 - Utility Payments (up to 24 months of payments per service, including up to 6 months of arrears per service)
 - Moving Costs (e.g., truck rental, moving company, up to 3 months of storage)
- Services (24 CFR 576.105)
 - Housing Search and Placement
 - Housing Stability Case Management
 - Mediation
 - Legal Services
 - Credit Repair (e.g., budgeting/ money management)

4. Key ESG Rapid ReHousing Requirements

- 4.1.** Up to 24 months of rental assistance may be provided during any 3-year period, including a one-time payment of rental arrears (24 CFR 576.105(c) & 576.106(a)). Note that subrecipients are required to provide the LEAST amount of assistance possible to stabilize a family, but no more than 24 months of assistance can be provided.
- 4.2.** FMR limits (24 CFR 576.106(d)), rent reasonableness standards (24 CFR 576.106(d)), housing habitability standards (24 CFR 576.403(c)), and lead-based paint regulations apply (24 CFR 576.403(a))
- 4.3.** Rental assistance agreement (between recipient/subrecipient and owner (24 CFR 576.106(e)) and written lease agreement (between program participant and owner) (24 CFR 576.106(g)) are required. (When assistance is for arrears only, an oral lease may serve as documentation.)
- 4.4.** Rental assistance cannot be provided to a program participant that is receiving Tenant-Based Rental Assistance or living in a unit receiving Project-Based Rental Assistance or operating assistance through other public sources (exception applies to rental arrears on tenant's portion of rental payment - A one-time payment of rental arrears of the tenant's portion of the rental payment is permitted while the program participant is receiving another subsidy for rent.) (24 CFR 576.104(d) & 576.106(c)).



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- 4.5. Participation in HMIS* (24 CFR 576.400(f)) *Excludes victim service providers and legal service providers, which must maintain a comparable database
- 4.6. Recordkeeping and Reporting Requirements (24 CFR 576.500)

5. ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with the following administrative requirements, among others:

5.1. Americans with Disabilities Act

- 5.1.1. Provide equal access to programs and services for individuals with disabilities in compliances with the Americans with Disabilities Act. The Contractor shall provide reasonable accommodation for clients in the following categories: visual impairments, hearing impairments, mobility impairments and/or mental impairments.

5.2. Fair Housing Act

- 5.2.1. Provide equal opportunity for individuals seeking housing assistance. The Contractor shall not discriminate individuals seeking housing assistance based on race, color, national origin, religion, sex, familial status, or disability.

5.3. Administration

- 5.3.1. Provide secure storage space for confidential documents relating to clients and personnel.
- 5.3.2. Maintain a policy manual that includes program mission and goals; population served; program description; intake procedures; data entry procedures; non-discrimination policy; fingerprinting procedure; confidentiality statement; and client termination policies.
- 5.3.3. Maintain personnel training documentation.

6. PERFORMANCE GOALS AND INDICATORS

- 6.1. At least 60% of case managed participants have positive program exit as defined by HUD.

7. REPORTING REQUIREMENTS

- 7.1. Contractor will submit a monthly payment request, supporting documentation, and program reports via email to: hsd.homelessinvoices@phoenix.gov for reimbursement no later than the 15th day following the end of the month being reported (i.e., February 15th for January report) to include:

- Contract Payment Request Form
- Outcome Report
- HMIS Demographic Report
- HMIS Annual Performance Report (APR)



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7.2. Provide any other report as requested by the City including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. The City reserves the right to add, remove or revise reporting requirements at its discretion.

7.3. Provide full read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. The Contractor is responsible for notifying the HMIS Lead Agency and granting access to the City within three (3) business days of monitoring notice.

8. CONTRACTOR RESPONSIBILITIES

In addition to its other obligations, the Contractor shall:

8.1. Participate in a Contractor orientation provided by the City;

8.2. Inform the City of vacancies of funded positions in writing within five business days of the vacancy.

8.3. Request clarification and/or technical assistance to resolve barriers to service in a timely manner.

8.4. Maintain a signed HMIS data sharing agreement.

8.5. Agree to share mutual client records with the City on an as needed basis including HMIS data records, upon explicit consent of the client.

9. CITY RESPONSIBILITIES

In addition to its other obligations, the City shall:

9.1. Provide Payment Request Form and non-HMIS reports electronically.

9.2. Perform fiscal and programmatic desktop monitoring monthly.

9.3. Conduct annual onsite fiscal and programmatic monitoring review.

9.4. Process payments upon receipt of complete and accurate reports and Payment Request Form.

9.5. Inform the Contractor of any concerns or potential changes in a timely manner.

9.6. Provide ongoing technical assistance and support

10. REGIONAL PARTICIPATION REQUIREMENTS

All sub-recipients shall participate in the Maricopa Regional CoC, provide services in alignment with the Maricopa Regional Standards of Excellence for Emergency Shelter for Families and/or Single Individuals, participate in the Maricopa Regional Coordinated Entry System (CES) and case conferencing as appropriate in accordance with standards approved by the Maricopa Regional CoC Governing Board, record all client-related data and activity in HMIS using the HMIS standards



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approved by the Maricopa Regional CoC Governing Board, and provide services consistent with a “Housing First” approach as defined by HUD.



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SCOPE OF WORK – 3

NAVIGATION AND WRAP AROUND SERVICES FOR JUSTICE-INVOLVED INDIVIDUALS EXPERIENCING HOMELESSNESS

1. OBJECTIVE

1.1. The City of Phoenix seeks to support persons experiencing homelessness who become involved in the criminal justice system, within the City of Phoenix. The intent of this service is to provide navigation and case management services to persons charged in Phoenix Municipal Court with repeat misdemeanor offenses or in Initial Appearance Court as it relates to their homelessness. The Contractor shall provide at least three (3) full-time navigators who will work directly with the City of Phoenix Prosecutor's Office to provide court ordered services and on-going case management support to persons experiencing homelessness within the criminal justice system. Services are not limited to Municipal and Initial Appearance Court but may also include City of Phoenix specialty courts such as Mental Health Court and Veterans Court. The goal of this service is to proactively reduce the rate of justice involvement for crimes, reduce homelessness recidivism, and increase positive outcomes of persons experiencing homelessness. It is estimated that a total of \$225,000 will be available in this category.

1.2. Contractor must describe the process by which they will identify eligible participants, bridge or interim housing connections, case management needs, connection to mainstream benefits, case plan development and coordination with Coordinated Entry. Contractor shall describe internal resources that will be leveraged to serve participants needs.

2. PARTICIPANT ELIGIBILITY

Eligible participants include persons experiencing homelessness meeting the Level 1 definition of homelessness (literally homeless) defined by HUD in CFR 24 CFR 576.2 as:

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated



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shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2.1. Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether a member of the household has a disability. A child who is temporarily away from the home because of placement in foster care is considered a member of the family. Sub-recipients cannot discriminate against a group of people presenting as a family based on the composition of the family (e.g., adults and children or just adults), the age of any member's family, the disability status of any members of the family, marital status, actual or perceived sexual orientation, or gender identity.

2.2. Referrals of eligible participants must come from the City of Phoenix Prosecutors Office. Completing homeless verification is the responsibility of the Contractor.

3. INITIAL APPEARANCE (IA) COURT NAVIGATOR SHIFTS

3.1. IA Court Navigator shifts must consist of Monday through Friday, from 9:00 a.m. to 6:00 p.m. to accommodate the mandatory court appearance times of 10:00 a.m. to 4:00 p.m.

4. ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with the following administrative requirements, among others:

4.1. Americans with Disabilities Act

4.1.1. Provide equal access to programs and services for individuals with disabilities in compliances with the Americans with Disabilities Act. The Contractor shall provide reasonable accommodation for clients in the following categories: visual impairments, hearing impairments, mobility impairments and/or mental impairments.

4.2. Administration

4.2.1. Provide secure storage space for confidential documents relating to clients and personnel.



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- 4.2.2. Maintain a policy manual that includes program mission and goals; population served; program description; intake procedures; data entry procedures; non-discrimination policy; fingerprinting procedure; confidentiality statement; and client termination policies.
- 4.2.3. Maintain personnel training documentation.

5. PERFORMANCE GOALS AND INDICATORS

- 5.1. 100% of eligible referrals shall be accepted and entered program:
 - 5.1.1. 100 clients served annually by Justice Navigation Team, and
 - 5.1.2. 30 contact per month by Initial Appearance Court Team
- 5.2. 100% of all eligible participants will receive, at the very least, 30 days of continuous case management after a positive exit.
- 5.3. 100% of all eligible participants deemed “indeterminate” will have 90 days of documented outreach attempts prior to exit.
- 5.4. 100% of all eligible participants will be entered into the regional coordinated entry system within forty-eight (48) hours after release.
- 5.5. 50% reduction in homelessness recidivism

6. REPORTING REQUIREMENTS

- 6.1. Contractor will submit a monthly payment request, supporting documentation, and program reports via email to: hsd.homelessinvoices@phoenix.gov for reimbursement no later than the 15th day following the end of the month being reported (i.e., February 15th for January report) to include:
 - Contract Payment Request Form
 - Program Reports:
 - Outcome Report
 - HMIS Annual Performance Report (APR) run based on fiscal year to date (July 1 – previous month)
- 6.2. Provide any other report as requested by the City including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. The City reserves the right to add, remove or revise reporting requirements at its discretion.
- 6.3. Provide full read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. The Contractor is responsible for notifying the HMIS Lead Agency and granting access to the City within 3 business days of monitoring notice.



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7. CONTRACTOR RESPONSIBILITIES

In addition to its other obligations, the Contractor shall:

- 7.1. Participate in a Contractor orientation provided by the City.
- 7.2. Inform the City of vacancies of funded positions in writing within five business days of the vacancy.
- 7.3. Request clarification and/or technical assistance to resolve barriers to service in a timely manner.
- 7.4. Maintain a signed HMIS data sharing agreement.
- 7.5. Agree to share mutual client records with the City on an as needed basis including HMIS data records, upon explicit consent of the client.

8. CITY RESPONSIBILITIES

In addition to its other obligations, the City shall:

- 8.1. Provide Payment Request Form and non-HMIS reports electronically.
- 8.2. Perform fiscal and programmatic desktop monitoring monthly.
- 8.3. Conduct annual onsite fiscal and programmatic monitoring review.
- 8.4. Process payments upon receipt of complete and accurate reports and Payment Request Form.
- 8.5. Inform the Contractor of any concerns or potential changes in a timely manner.
- 8.6. Provide ongoing technical assistance and support

9. REGIONAL PARTICIPATION REQUIREMENTS

All sub-recipients shall participate in the Maricopa Regional CoC, provide services in alignment with the Maricopa Regional Standards of Excellence for Emergency Shelter for Families and/or Single Individuals, participate in the Maricopa Regional Coordinated Entry System (CES) and case conferencing as appropriate in accordance with standards approved by the Maricopa Regional CoC Governing Board, record all client-related data and activity in HMIS using the HMIS standards approved by the Maricopa Regional CoC Governing Board, and provide services consistent with a “Housing First” approach as defined by HUD.



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SCOPE OF WORK – 4

OUTREACH AND ENGAGEMENT FOR PERSONS EXPERIENCING HOMELESSNESS

1. OBJECTIVE

1.1. The City of Phoenix seeks to contract for Outreach and Engagement services for persons experiencing homelessness within the City of Phoenix. Navigators will assist in the needs of the individuals and their understanding of the City's intent to support them in obtaining shelter or other resources and timeline for remediating the blighted area in which they reside. Navigators will connect and reconnect clients to appropriate systems of care and provide transportation to services selected by the client. They will provide a pathway for transitioning clients to sustainable housing. It is estimated that a total of \$600,000 will be available in this category.

1.2. Contractor must describe the process by which they will identify eligible participants, bridge, or interim housing capacity as applicable, case management needs, connection to mainstream benefits, case plan development and coordination with Coordinated Entry. Contractor shall describe internal resources that will be leveraged to serve participants needs.

2. PARTICIPANT ELIGIBILITY

2.1. Street Outreach activities are designed to **meet the immediate needs of people experiencing homelessness in unsheltered locations** by connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation.

Minimum Period of Use: Street Outreach services must be provided for *at least* the period of time for which ESG funds are committed for that purpose.

- **Example:** If the recipient commits to providing street outreach for an entire year, or if the recipient contracts with a subrecipient to provide street outreach services for an entire year, then the specified street outreach services must be provided for the entire one-year period.

For more details on the specific requirements and eligible costs of the Street Outreach component, see 24 CFR 576.101

2.2. Residency Determination: The HUD Category 1 definition of homelessness



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includes a household that lacks a fixed, regular, and adequate nighttime residence, meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2.2 HUD Category 4: Fleeing/Attempting to Flee Domestic Violence (“Domestic Violence” includes dating violence, sexual assault, stalking, and other dangerous or life-threatening conditions that relate to violence against the individual or family member that either takes place in, or him or her afraid to return to, their primary nighttime residence (including human trafficking).) is defined as any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other residence; AND
- Lacks the resources or support networks to obtain other permanent housing

For the purposes of the ESG Street Outreach component, an individual or family who meets the Category 1 or 3 definition of homelessness will be served by the jurisdiction in which they were homeless the previous evening. For households meeting the Category 4 definition of homelessness, Residency is not a requirement, and these households may be served by any municipality regardless of their current or prior residence.

3. Key ESG Street Outreach Eligible Activities and Costs

3.1 Eligible costs. Subject to the expenditure limit in 24 CFR 576.100(b), ESG funds may be used for costs of providing essential services necessary to reach out to unsheltered homeless people; connect them with emergency shelter, housing, or critical services; and provide urgent, non-facility-based care to unsheltered homeless people who are unwilling or unable to access emergency shelter, housing, or an appropriate health facility. For the purposes of this section, the term



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“unsheltered homeless people” means individuals and families who qualify as homeless under paragraph (1)(i) of the “homeless” definition under § 576.2. The eligible costs and requirements for essential services consist of:

3.1.1 Engagement (24 CFR 576.101(a)(1)): Activities to locate, identify and build relationships with individuals or families living in unsheltered settings for the purpose of providing immediate support, intervention, and connections with homeless assistance programs or mainstream social services and housing programs.

3.1.1.1 The costs of activities to locate, identify, and build relationships with unsheltered homeless people and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. These activities consist of making an initial assessment of needs and eligibility; providing crisis counseling; addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries; and actively connecting and providing information and referrals to programs targeted to homeless people and mainstream social services and housing programs, including emergency shelter, transitional housing, community-based services, permanent supportive housing, and rapid re-housing programs. Eligible costs include the cell phone costs of outreach workers during the performance of these activities.

3.1.2 Case Management (24 CFR 576.101(a)(2)): Assessing housing and service needs, and arranging, coordinating, and monitoring the delivery of individualized services.

3.1.2.1 The cost of assessing housing and service needs, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant. Eligible services and activities are as follows: using the centralized or coordinated assessment system as required under 24 CFR 576.400(d); conducting the initial evaluation required under 24 CFR 576.401(a), including verifying and documenting eligibility; counseling; developing, securing and coordinating services; obtaining Federal, State, and local benefits; monitoring and evaluating program participant progress; providing information and referrals to other providers; and developing an individualized housing and service plan, including planning a path to permanent housing stability.

3.1.3 Emergency Health Services (24 CFR 576.101(a)(3)): Outpatient treatment of urgent medical conditions by licensed medical professionals in



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community-based settings (e.g., streets, parks, and campgrounds). These services are eligible only to the extent that other appropriate health services are inaccessible or unavailable within the area.

3.1.3.1 Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.

3.1.3.2 ESG funds may be used only for these services to the extent that other appropriate health services are inaccessible or unavailable within the area.

3.1.3.3 Eligible treatment consists of assessing a program participant's health problems and developing a treatment plan; assisting program participants to understand their health needs; providing directly or assisting program participants to obtain appropriate emergency medical treatment; and providing medication and follow-up services.

3.1.4 Emergency Mental Health Services (24 CFR 576.101(a)(4)): Outpatient treatment of urgent mental health conditions by licensed professionals in community-based settings (e.g., streets, parks, and campgrounds). These services are eligible only to the extent that other appropriate mental health services are inaccessible or unavailable within the area.

3.1.4.1 Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions operating in community-based settings, including streets, parks, and other places where unsheltered people are living.

3.1.4.2 ESG funds may be used only for these services to the extent that other appropriate mental health services are inaccessible or unavailable within the community.

3.1.4.3 Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.

3.1.4.4 Eligible treatment consists of crisis interventions, the prescription of psychotropic medications, explanation about the use and management of medications, and combinations of therapeutic approaches to address multiple problems.

3.1.5 Transportation (24 CFR 576.101(a)(5)): The transportation costs of travel by outreach workers, social workers, medical professionals, or other service



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providers are eligible, provided that this travel takes place during the provision of services eligible under this section. The costs of transporting unsheltered people to emergency shelters or other service facilities are also eligible. These costs include the following:

- 3.1.5.1** The cost of a program participant's travel on public transportation;
- 3.1.5.2** If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
- 3.1.5.3** The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes and maintenance for the vehicle; and
- 3.1.5.4** The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation

3.1.6 Services for Special Populations (24 CFR576.101(a)(6)): ESG funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible under paragraphs (a)(1) through (a)(5) of this section. The term “victim services” means services that assist program participants who are victims of domestic violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

4 ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with the following administrative requirements, among others:

4.1 General Administration

- 4.1.1** Participate in a Contractor orientation provided by the City.
- 4.1.2** Maintain an operation manual that details program and contract expectations for staff and volunteers. The operations manual should include program specific rules, and expectations.
- 4.1.3** Provide secure storage space for confidential documents relating to clients and personnel.
- 4.1.4** Inform the City of personnel changes of funded positions in writing within five business days of the change.
- 4.1.5** Request clarification and/or technical assistance to resolve barriers to service in before non-compliance.
- 4.1.6** Perform monthly fiscal and programmatic desktop monitoring of



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subcontractor(s). Notify City of any compliance issues and submit a plan to resolve within 30 days of the review.

- 4.1.7** Conduct yearly subcontractor performance monitoring by January 30TH to ensure compliance with administrative requirements.

4.2 Client Records

- 4.2.1** Maintain a daily record of individuals contacted on the streets that includes demographic information and disposition of client contact with agency staff.
- 4.2.2** Maintain documents that reflect each client's eligibility for services.
- 4.2.3** Maintain documents that reflect development of a case management plan with input from the client within three days of enrollment into the program for clients who will be served directly by the contracted vendor (vs. connected to another program).
- 4.2.4** Maintain confidential case records for each client that document all services provided.

4.3 Data Management

- 4.3.1** Set-up and maintain a project for this service in HMIS and enter data per the CoC approved data standards and procedures for outreach programs.
- 4.3.2** Remedy findings in monthly data quality reports provided by the HMIS Lead Provider and provide Data Quality reports at the City's request.
- 4.3.3** Maintain a signed HMIS data sharing agreement.
- 4.3.4** Share mutual client records with the City on an as needed basis including HMIS data records, upon explicit consent of the client.
- 4.3.5** The City reserves the right to access and run project reports independently of the vendor for the purpose of follow-up and reporting.

5 PERFORMANCE GOALS AND INDICATORS

- 5.1** The Contractor shall work to meet the following performance goals and indicators. Progress will be monitored through the submission of monthly reports as detailed in Section 6 – Reporting Requirements below.
- 5.1.1** At least two-thirds of engaged clients become enrolled, i.e., case managed and develop a housing case plan.
- 5.1.2** Of those that exit Street Outreach programs, 30% will exit to permanent or temporary housing destinations (this includes detox, shelter, transitional housing, and recovery home).
- 5.1.3** 100% of participants will be assessed for housing needs
- 5.1.4** 60% of case managed participants served have a positive exit as



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defined by HUD.

- 5.1.5 100% of eligible participants are entered into regional coordinated entry within 48 hours.

5.2 **Performance Measures Definitions**

5.2.1 Contact: A contact is defined as an interaction between a Street Outreach Worker or Navigator and a client designed to engage a client. Contacts may include activities such as conversation between the Navigator and the client about the client’s well-being or needs, an office visit to discuss their housing plan, or a referral to another community agency.

5.2.2 Engagement: Per HMIS Data Standards, by agreement across all federal partners, an engagement date is the date on which an interactive client relationship results in a deliberate client assessment or beginning of a case plan. HMIS Universal Data Elements will be collected at this time.

5.2.3 Connection: A connection refers to the point at which the client moves from homelessness to a positive exit. This may include permanent housing, a recovery program, or move-in with relatives.

5.2.4 Exit: The date at which a client exits the program. The Client may be excited prior to engagement and/or enrollment. For the purposes of this Agreement, an exit is defined by the date the Navigator is no longer providing services to the client. This may occur immediately following move-in or three months following move-in depending on the needs of the client.

6 REPORTING REQUIREMENTS

6.1 Contractor will submit a monthly payment request, supporting documentation, and program reports via email to: hsd.homelessinvoices@phoenix.gov for reimbursement no later than the 15th day following the end of the reporting month (i.e., February 15th for the January report) to include:

6.1.1 Contract Payment Request Form

6.1.2 Outcome Report

6.1.3 HMIS Annual Performance Report (APR) run based on fiscal year to date (July 1 – previous month)

6.2 Provide any other report as requested by the City including aggregate or client level data through the HMIS System and according to approved Continuum of Care (CoC) Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. The City reserves the right to add, remove or revise reporting requirements at its discretion.



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- 6.3 Provide full read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. The Contractor is responsible for notifying the HMIS Lead Agency and granting access to the City within three (3) business days of monitoring notice.

7 CONTRACTOR RESPONSIBILITIES

In addition to its other obligations, the Contractor will:

- 7.1 Participate in a Contractor orientation provided by the City.
- 7.2 Inform the City of vacancies of funded positions in writing within five business days of the vacancy.
- 7.3 Request clarification and/or technical assistance to resolve barriers to service in a timely manner.
- 7.4 Maintain a signed HMIS data sharing agreement.
- 7.5 Agree to share mutual client records with the City on an as needed basis including HMIS data records, upon explicit consent of the client.

8 CITY RESPONSIBILITIES

In addition to its other obligations, the City will:

- 8.1 Provide Payment Request Form and non-HMIS Reports electronically.
- 8.2 Perform fiscal and programmatic desktop monitoring monthly.
- 8.3 Conduct at least annual onsite fiscal and programmatic monitoring review.
- 8.4 Process payments upon receipt of complete and accurate Payment Request Form and required programmatic reports and supporting documentation.
- 8.5 Inform the Contractor of any concerns or potential changes in a timely manner.
- 8.6 Provide ongoing technical assistance and support.



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SCOPE OF WORK – 5

PHOENIX COMMUNITY ACTION RESPONSE ENGAGEMENT SERVICES (CARES) OUTREACH

1. OBJECTIVE

1.1 The City of Phoenix seeks to contract for Phoenix C.A.R.E.S Outreach and Engagement services for persons experiencing homelessness within the City of Phoenix. Navigators will assist in the needs of the individuals and their understanding of the City's intent to support them in obtaining shelter or other resources and timeline for remediating the blighted area in which they reside. Navigators will connect and reconnect clients to appropriate systems of care and provide transportation to services selected by the client. They will provide a pathway from transitioning clients to sustainable Housing. It is estimated that a total of \$1,175,000 will be available in this category.

1.2 Contractor must describe the process by which they will identify eligible participants, bridge, or interim housing capacity as applicable, case management needs, connection to mainstream benefits, case plan development and coordination with Coordinated Entry. Contractor shall describe internal resources that will be leveraged to serve participants needs.

2. PARTICIPANT ELIGIBILITY

2.1. Eligible participants include persons experiencing homelessness meeting the Level 1 definition of homelessness (literally homeless) defined by HUD in 24 CFR 576.2 as:

Families with children lacking a fixed, regular, and adequate nighttime residence meaning:

(i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or



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(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

2.2. Family includes, but is not limited to, regardless of marital status, actual or perceived sexual orientation, or gender identity, any group of persons presenting for assistance together with or without children and irrespective of age, relationship, or whether a member of the household has a disability. A child who is temporarily away from the home because of placement in foster care is considered a member of the family. Sub-recipients cannot discriminate against a group of people presenting as a family based on the composition of the family (e.g., adults and children or just adults), the age of any member's family, the disability status of any members of the family, marital status, actual or perceived sexual orientation, or gender identity.

2.3. Referrals of eligible participants must come from the City of Phoenix, multiple City departments may refer participants. Completing homeless verification is the responsibility of the Contractor.

3. LOCATION AND HOURS

- 3.1.** Provide services within the City of Phoenix boundaries. Exceptions may apply to address regional issues.
- 3.2.** Provide a 24 hour minimum response for emergency referrals and coordinated efforts with City of Phoenix Staff.
- 3.3.** Provide services at hours most conducive to connecting with individuals experiencing homelessness. This may include, but is not limited to early morning, evening, and late-night hours.
- 3.4.** Schedules changes require City approval. Contractor must consider maximum coverage of days and hours based on funds available.
- 3.5.** Flexibility is required to address emerging issues. On-call services are not required, but ability to adjust schedules with minimal (24-48 hours) advance notice is.
- 3.6.** Services may be required on holidays and for special events as determined by the City.

4. PLANNING AND COORDINATION

- 4.1.** Work directly with assigned HSD staff to prioritize requests for service and coordinate activities with partnering City departments and/or community partners.
- 4.2.** Participate in regular meetings and planning activities with partnering City departments and/or community partners to plan activities, discuss progress,



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troubleshoot issues, and develop solutions. Meetings generally occur during regular City business hours.

- 4.3. Provide linkages to organizations and resources necessary to employ a comprehensive response to emerging issues.
- 4.4. Maintain regular communications with City and other partners to update them on progress and challenges. Real-time communication may be required in high-priority cases. Communications may occur by phone, email, text, written reports, etc.

5. OUTREACH AND ENGAGEMENT

- 5.1. Locate, identify, and engage persons experiencing homelessness in prioritized locations.
- 5.2. Establish rapport, gather information, and conduct assessment as appropriate. The VI-SPDAT should be used, when possible, for coordination with regional Coordinated Entry Systems.
- 5.3. Immediately attend to urgent physical and psychiatric needs.
- 5.4. Assist individuals in understanding the City's intent to support them in obtaining shelter or resources and timeline for remediating the blighted area in which they reside.
- 5.5. Connect and reconnect clients to appropriate systems of care (examples include veteran's systems, Medicaid systems, mainstream benefits, housing, homeless services, etc.)
- 5.6. Provide transportation to services selected by and need by the client.
- 5.7. Provide a warm handoff when transitioning clients to the next phase of care.
- 5.8. Provide follow-up care and support as appropriate based on the specific needs of the client.

6. CASE MANAGEMENT

- 6.1. Assess housing and service needs, and arrange, coordinate, and monitor the delivery of individualized services to meet the needs of program participants.
 - 6.1.1. Conduct initial assessment, including verifying and documenting eligibility.
 - 6.1.2. Develop, secure and coordinate services.
 - 6.1.3. Monitor and evaluate program participant progress.
 - 6.1.4. Provide information and referrals to other providers.
 - 6.1.5. Develop an individualized housing and service plan, including planning a path to permanent housing stability.

7. EMERGENCY MEDICAL AND BEHAVIORAL HEALTH SERVICES

When appropriate, direct outpatient treatment of medical conditions or behavioral health issues may be provided by licensed medical professionals operating in



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community-based settings, including streets, parks, and other places where unsheltered people experiencing homelessness are living.

- 7.1. Assess program participant's health issues and develop a treatment plan; assisting program participants to understand their health needs.
- 7.2. Provide directly or assist program participants to obtain appropriate emergency medical or behavioral health treatment; and providing medication and follow-up services.

8. EXPERIENCE AND TRAINING

8.1. Core Competencies:

- 8.1.1. Knowledge and experience working with chronically homeless populations.
- 8.1.2. Working knowledge of emergency shelter, detox and recovery, and urgent psychiatric care services.
- 8.1.3. Working knowledge of public service and benefit systems.
- 8.1.4. Working knowledge of health, human service and special needs housing resources and providers.
- 8.1.5. Skilled in motivational interviewing and harm reduction practices.

8.2. Required Training:

- 8.2.1. Arizona Department of Behavioral Health Certified Peer Support training (includes motivational interviewing) or an equivalent training approved by the City.
- 8.2.2. Cultural competency.
- 8.2.3. Harm Reduction.
- 8.2.4. Principles and practices of Housing First.
- 8.2.5. Physical and Health Safety training (including Blood Borne Pathogens).
- 8.2.6. CPR/First Aid.
- 8.2.7. Homeless Management Information System (HMIS); and
- 8.2.8. SOAR certification; VI-SPDAT and SPDAT

9. ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with the following administrative requirements, among others:

9.1. General Administration

- 9.1.1. Participate in a Contractor orientation provided by the City.
- 9.1.2. Maintain an operation manual that details program and contract expectations for staff and volunteers. The operations manual should include program specific rules, and expectations.
- 9.1.3. Provide secure storage space for confidential documents relating to clients and personnel.



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- 9.1.4. Inform the City of personnel changes of funded positions in writing within five business days of the change.
- 9.1.5. Request clarification and/or technical assistance to resolve barriers to service in before non-compliance.
- 9.1.6. Perform monthly fiscal and programmatic desktop monitoring of subcontractor(s). Notify City of any compliance issues and submit a plan to resolve within 30 days of the review.
- 9.1.7. Conduct yearly subcontractor performance monitoring by January 30TH to ensure compliance with administrative requirements.

9.2. Client Records

- 9.2.1. Maintain a daily record of individuals contacted on the streets that includes demographic information and disposition of client contact with agency staff.
- 9.2.2. Maintain documents that reflect each client's eligibility for services.
- 9.2.3. Maintain documents that reflect development of a case management plan with input from the client within three days of enrollment into the program for clients who will be served directly by the contracted vendor (vs. connected to another program.).
- 9.2.4. Maintain confidential case records for each client that document all services provided.

9.3. Data Management

- 9.3.1. Set-up and maintain a project for this service in HMIS and enter data per the Coe approved data standards and procedures for outreach programs.
- 9.3.2. Remedy findings in monthly data quality reports provided by the HMIS Lead Provider and provide Data Quality reports at the City's request.
- 9.3.3. Maintain a signed HMIS data sharing agreement.
- 9.3.4. Share mutual client records with the City on an as needed basis including HMIS data records, upon explicit consent of the client.
- 9.3.5. The City reserves the right to access and run project reports independently of the vendor for the purpose of follow-up and reporting.

10. PERFORMANCE GOALS AND INDICATORS

- 10.1. The Contractor shall work to meet the following performance goals and indicators. Progress will be monitored through the submission of monthly



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reports as detailed in Section 11 – Reporting Requirements below.

10.1.1. Serve a minimum of 1,500 clients.

10.1.2. 100% of Phoenix C.A.R.E.S. requests sent to Contractor will be addressed by the Contractor's team and documented in CRM within 48 hours.

10.1.3. Of the 1500 clients to be served, at least two-thirds of engaged clients become enrolled, i.e., case managed and develop a housing case plan. Percentage can be adjusted if number of clients served exceeds 1500.

10.1.4. 100% of enrolled participants will be assessed for housing needs

10.1.5. Of the 1500 clients served, 60% of case managed participants served have a positive exit as defined by HUD. Percentage can be adjusted if number of clients served exceeds 1500.

10.1.6. 100% of enrolled participants are entered into regional coordinated entry within 48 hours.

10.2. Performance Measures Definitions

10.2.1. **Contact:** A contact is defined as an interaction between a Street Outreach Worker or Navigator and a client designed to engage a client. Contacts may include activities such as conversation between the Navigator and the client about the client's well-being or needs, an office visit to discuss their housing plan, or a referral to another community agency.

10.2.2. **Engagement:** Per HMIS Data Standards, by agreement across all federal partners, an engagement date is the date on which an interactive client relationship results in a deliberate client assessment or beginning of a case plan. HMIS Universal Data Elements will be collected at this time.

10.2.3. **Connection:** A connection refers to the point at which the client moves from homelessness to a positive exit. This may include permanent housing, a recovery program, or move-in with relatives.

10.2.4. **Exit:** The date at which a client exits the program. The Client may be exited prior to engagement and/or enrollment. For the purposes of this Agreement, an exit is defined by the date the Navigator is no longer providing services to the client. This may occur immediately following move-in or three months following move-in depending on the needs of the client.

11. REPORTING REQUIREMENTS

11.1. Contractor will submit a monthly payment request, supporting documentation, and program reports via email to: hsd.homelessinvoices@phoenix.gov for reimbursement no later than the 15th day following the end of the reporting month (i.e., February 15th for the January report) to include:



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11.1.1. MIS Annual Performance Report (APR) run based on fiscal year to date (July 1 – previous month)

11.1.2. Contract Payment Request Form

11.1.3. Outcome Report

11.1.4. Phoenix Client Management System data entry

11.2. Provide any other report as requested by the City including aggregate or client level data through the HMIS System and according to approved Continuum of Care (CoC) Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. The City reserves the right to add, remove or revise reporting requirements at its discretion.

11.3. Provide full read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. The Contractor is responsible for notifying the HMIS Lead Agency and granting access to the City within three (3) business days of monitoring notice.

12. CONTRACTOR RESPONSIBILITIES

Among its other obligations, the Contractor will:

12.1. Participate in a Contractor orientation provided by the City.

12.2. Inform the City of vacancies of funded positions in writing within five business days of the vacancy.

12.3. Request clarification and/or technical assistance to resolve barriers to service in a timely manner.

12.4. Maintain a signed HMIS data sharing agreement.

12.5. Agree to share mutual client records with the City on an as needed basis including HMIS data records, upon explicit consent of the client.

13. CITY RESPONSIBILITIES

Among its other obligations, the City will:

13.1. Provide Payment Request Form and non-HMIS Reports electronically.

13.2. Perform fiscal and programmatic desktop monitoring monthly.

13.3. Conduct at least annual onsite fiscal and programmatic monitoring review.

13.4. Process payments upon receipt of complete and accurate Payment Request Form and required programmatic reports and supporting documentation.

13.5. Inform the Contractor of any concerns or potential changes in a timely manner.

13.6. Provide ongoing technical assistance and support.



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SCOPE OF WORK – 6

HOMELESS YOUTH REUNIFICATION

1. OBJECTIVE

1.1. The City of Phoenix seeks to contract for services aimed at connecting youth experiencing homelessness with housing and social support needs. The program will allow youth to be reconnected with family/friends, pay for housing deposits and other move-in needs and unexpected barriers that prevent youth from exiting homelessness. It is estimated that a total of \$1,000,000 in ARPA Local Fiscal Recovery Fund funding will be available in this category; however, as provided in this Scope of Work, the services will be performed in accordance with Emergency Solutions Grant regulations issued by HUD.

1.2. Contractor must describe the process by which they will identify eligible participants, bridge, or interim housing capacity as applicable, case management needs, connection to mainstream benefits, case plan development and coordination with Coordinated Entry. Contractor shall describe internal resources that will be leveraged to serve participants needs.

2. PARTICIPANT ELIGIBILITY

2.1. Assistance may be provided to:

2.1.1. Youth under the age of 24 that are homeless under Category 1 (Persons sleeping in emergency shelter, on the streets, or another place not meant for human habitation) of the homeless definition, i.e., those that meet the criteria under paragraph (1) of the “homeless” definition at 24 CFR 576.2.

2.1.2. It may also be provided to youth under the age of 24 who are fleeing domestic violence (DV) and meet the criteria under Category 4 (Fleeing/Attempting to Flee DV) of the “homeless” definition at 24 CFR 576.2 that are living on the streets or in an emergency shelter.

3. ELIGIBLE COSTS

3.1 **Rental Assistance** (24 CFR 576.106)

3.1.1 Short- or Medium-Term rental assistance **up to a maximum of 24 months**

3.1.2 Rental arrears (one-time payment for **up to 6 months of rent in arrears**)

3.1.3 *Any combination of the above, as long as the total amount of assistance does not exceed 24 months. Rental assistance can be project-based or*



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tenant-based.

3.2 Housing Relocation and Stabilization Services

3.2.1 Financial Assistance (24 CFR 576.105)

- 3.2.1.1 Rental Application Fees (when charged by owner to all applicants)
- 3.2.1.2 Security Deposits (no more than 2 month's rent)
- 3.2.1.3 Last Month's Rent (applies to 24-month cap)
- 3.2.1.4 Utility Deposits (when required by utility company for all customers)
- 3.2.1.5 Utility Payments (up to 24 months of payments per service, including up to 6 months of arrears per service)
- 3.2.1.6 Moving Costs (e.g., truck rental, moving company, up to 3 months of storage)

4. Services (24 CFR 576.105)

- 4.1. Housing Search and Placement**
- 4.2. Housing Stability Case Management**
- 4.3. Mediation**
- 4.4. Legal Services**
- 4.5. Credit Repair (e.g., budgeting/ money management)**

5. Key Requirements

- 5.1.** Up to 24 months of rental assistance may be provided during any 3-year period, including a one-time payment of rental arrears (24 CFR 576.105(c) & 576.106(a)).
- 5.2.** FMR limits (24 CFR 576.106(d)), rent reasonableness standards (24 CFR 576.106(d)), housing habitability standards (24 CFR 576.403(c)), and lead-based paint regulations apply (24 CFR 576.403(a))
- 5.3.** Rental assistance agreement (between recipient/subrecipient and owner (24 CFR 576.106(e)) and written lease agreement (between program participant and owner) (24 CFR 576.106(g)) are required. (When assistance is for arrears only, an oral lease may serve as documentation.)
- 5.4.** Rental assistance cannot be provided to a program participant that is receiving Tenant-Based Rental Assistance or living in a unit receiving Project-Based Rental Assistance or operating assistance through other public sources (exception applies to rental arrears on tenant's portion of rental payment - A one-time payment of rental arrears of the tenant's portion of the rental payment is permitted while the program participant is receiving another subsidy for rent.) (24 CFR 576.104(d) & 576.106(c)).



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5.5. Participation in HMIS* (24 CFR 576.400(f)) *Excludes victim service providers and legal service providers, which must maintain a comparable database

5.6. Recordkeeping and Reporting Requirements (24 CFR 576.500).

6. ADMINISTRATIVE REQUIREMENTS

The Contractor shall comply with the following administrative requirements, among others:

6.1. Americans with Disabilities Act

6.1.1. Provide equal access to programs and services for individuals with disabilities in compliances with the Americans with Disabilities Act. The Contractor shall provide reasonable accommodation for clients in the following categories: visual impairments, hearing impairments, mobility impairments and/or mental impairments.

6.2. Fair Housing Act

6.2.1. Provide equal opportunity for individuals seeking housing assistance. The Contractor shall not discriminate individuals seeking housing assistance based on race, color, national origin, religion, sex, familial status, or disability.

6.3. Administration

- 6.3.1. Provide secure storage space for confidential documents relating to clients and personnel.
- 6.3.2. Maintain a policy manual that includes program mission and goals; population served; program description; intake procedures; data entry procedures; non-discrimination policy; fingerprinting procedure; confidentiality statement; and client termination policies.
- 6.3.3. Maintain personnel training documentation.

7. PERFORMANCE GOALS AND INDICATORS

7.1. At least 60% of case managed participants have positive program exit as defined by HUD.

8. REPORTING REQUIREMENTS

8.1. Contractor will submit a monthly payment request, supporting documentation, and program reports via email to: hsd.homelessinvoices@phoenix.gov for reimbursement no later than the 15th day following the end of the month being reported (i.e., February 15th for January report) to include:

- Contract Payment Request Form



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- Outcome Report
- HMIS Annual Performance Report (APR) run based on fiscal year to date (July 1 – previous month)

8.2. Provide any other report as requested by the City including aggregate or client level data through the HMIS System and according to approved CoC Data Sharing agreements. Such reporting shall be for the purposes of improving access to service. The City reserves the right to add, remove or revise reporting requirements at its discretion.

8.3. Provide full read only access to the project in HMIS for the purpose of monitoring client files no more than once per quarter. The Contractor is responsible for notifying the HMIS Lead Agency and granting access to the City within three (3) business days of monitoring notice.

9. CONTRACTOR RESPONSIBILITIES

In addition to its other obligations, the Contractor shall:

- 9.1.** Participate in a Contractor orientation provided by the City;
- 9.2.** Inform the City of vacancies of funded positions in writing within five business days of the vacancy.
- 9.3.** Request clarification and/or technical assistance to resolve barriers to service in a timely manner.
- 9.4.** Maintain a signed HMIS data sharing agreement.
- 9.5.** Agree to share mutual client records with the City on an as needed basis including HMIS data records, upon explicit consent of the client.

10. CITY RESPONSIBILITIES

In addition to its other obligations, the City shall:

- 10.1.** Provide Payment Request Form and non-HMIS reports electronically.
- 10.2.** Perform fiscal and programmatic desktop monitoring monthly.
- 10.3.** Conduct annual onsite fiscal and programmatic monitoring review.
- 10.4.** Process payments upon receipt of complete and accurate reports and Payment Request Form.
- 10.5.** Inform the Contractor of any concerns or potential changes in a timely manner.
- 10.6.** Provide ongoing technical assistance and support

11. REGIONAL PARTICIPATION REQUIREMENTS

All sub-recipients shall participate in the Maricopa Regional CoC, provide services in alignment with the Maricopa Regional Standards of Excellence for Emergency



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Shelter for Families and/or Single Individuals, participate in the Maricopa Regional Coordinated Entry System (CES) and case conferencing as appropriate in accordance with standards approved by the Maricopa Regional CoC Governing Board, record all client-related data and activity in HMIS using the HMIS standards approved by the Maricopa Regional CoC Governing Board, and provide services consistent with a “Housing First” approach as defined by HUD.



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ENTER TITLE OF CONTRACT

AGREEMENT NO.

Procurement Officer Name, Procurement Officer
Human Services Department
200 W. Washington Street, 18th Floor
Enter phone number
Enter email address

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[Will be inserted prior to contract execution.]



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CDBG & ESG SUBRECIPIENT AGREEMENT FOR ENTER TITLE OF CONTRACT

Subrecipient Unique Entity Identifier (“UEI”): XXXXXXXXXX

CFDA Number and Name: 14.231, Emergency Solutions Grant Program and 14.218, Community Development Block Grants/Entitlement Grants, 21.027, Coronavirus State and Local Fiscal Recovery Funds

This Subrecipient Agreement (“**Agreement**”) is hereby entered into by and between the City of Phoenix, a municipal corporation of the State of Arizona (hereinafter referred to as “**City**”) and **Subrecipient Legal Name**, an Arizona **type of business** (hereinafter referred to as “**Subrecipient**”) (collectively the “**Parties**”) to set forth the objectives, understandings, and agreements between the Parties in connection with the subaward of grant funds as described herein.

RECITALS

1. The City Manager of the City of Phoenix, Arizona, is authorized by the provisions of the City Charter to execute agreements for homeless services.
2. The City desires to obtain the services that are specifically set forth in this Agreement.
3. The City procured these professional services in accordance with the Phoenix City Code and Administrative Regulation 3.10.
4. Subrecipient possesses the skills and expertise necessary to provide such services as desired by the City.
5. The City has been allocated Emergency Solutions Grant (“ESG”) monies administered by the U.S. Department of Housing and Urban Development (“HUD”) for the purpose of assisting individuals and families to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.
6. The City has received certain funds pursuant to the Housing and Community Development Act of 1974, as amended, as part of a Community Development Entitlement Grant (the “CD Grant”).
7. The City is authorized to utilize the CD Grant in accordance with the rules and regulations prescribed by the United States Department of Housing and Urban Development (“HUD”) for its Community Development Block Grant Program (the “CDBG Program”).



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8. The Subrecipient is a community service nonprofit corporation and is qualified pursuant to 2 CFR Part 200 as an eligible subrecipient under the CD Grant.
9. The Subrecipient is a private nonprofit corporation within the meaning of the McKinney-Vento Homeless Assistance Act and an eligible subrecipient of ESG and State and Local Fiscal Recovery funds.
10. The Subrecipient has developed a program (described in the Scope of Work attached hereto as **Exhibit A** and incorporated herein by this reference) (the "Services") which qualifies as a public service under 24 CFR 570.201(e) and meets the national objectives under 570.208(a)(2), and, therefore, the Subrecipient is eligible to receive a portion of the CD Grant for the Services.
11. This Agreement is authorized by the City Council per Ordinance **XXXXX** dated **Enter Date**.
12. This Agreement is established in accordance with RFP-22-HSD-50. Attached hereto, incorporated herein and by this reference made a part hereof. The Subrecipient by accepting this Agreement, has agreed to all terms and conditions as stated therein in accordance with solicitation number RFP-22-HSD-50.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. TERM OF AGREEMENT:

- 1.1 This Agreement shall become effective on or about **Enter Date** and shall terminate on **Enter Date**, with one option to extend through **Enter Date**. The extension option will be based on continuous need and available funding, and may be exercised at the sole discretion of the City.
- 1.2 This Agreement will terminate upon the earliest occurrence of any of the following:
 - 1.1.1. reaching the end of the term exercised as set forth in 1.1;
 - 1.1.2. payment of the maximum compensation under Paragraph 2 of this Agreement;
 - 1.1.3. Reaching the funding expenditure deadline; or
 - 1.1.4. termination pursuant to the provisions of this Agreement.

2. AMOUNT AND NATURE OF ASSISTANCE BY CITY:

- 2.1. Subject to all of the terms, covenants and conditions of this Agreement, the City will provide one-time monies in an amount up to **\$Enter amount** to the Subrecipient for **Enter title of contract** from [**identify funding source**] (the "Grant") to operate the Services as described in **Exhibit A – Scope of Work**. The Scope of Work may not be amended or supplemented without the prior



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written consent of the City. If there are funds remaining at the termination of this Agreement, those funds shall be returned to the City.

- 2.2. The Subrecipient specifically agrees to be responsible for all sums in excess of the Grants necessary to operate its day-to-day business.
- 2.3. The City will disburse portions of the Grants in such amounts and increments as may be approved by the City to reimburse the Subrecipient for allowable costs reflected in the approved budget (the "Budget") (attached as **Exhibit B – Itemized Service Budget** and incorporated herein by this reference) upon submission by the Subrecipient of proper invoices and supporting documentation, as required by the City in its reasonable discretion. The Budget may not be amended or supplemented without the prior written consent of the City.
- 2.4. The invoice will be submitted free of mathematical errors and/or missing supporting documentation. All appropriate documentation will be provided that supports the charges reflected in the monthly invoice. Upon finding of an error and/or missing documentation, the City will return the invoice to the Subrecipient. Subrecipient will promptly resubmit the revised invoice to the City. Each revised invoice will document the date that the revised invoice is submitted to the City. Requests for payment must be submitted with documentation of dates and hours worked, hourly rate charged, and a detailed description of the Services performed. Failure of City to identify an error does not waive any of the City's rights. The City will pay the Subrecipient net 45 upon receipt of an error-free invoice.
- 2.5. Invoices will be submitted to: **hsd.invoices@phoenix.gov**
- 2.6. Payment Recoupment
The Subrecipient must reimburse the City upon demand or the City may deduct from future payments the following:
 - a. Any amounts received by the Subrecipient from the City for services which have been inaccurately reported or are found to be unsubstantiated.
 - b. Any amounts paid by the Subrecipient to a subcontractor not authorized in writing by the City.
 - c. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the information disclosed in a Substantial Interest Disclosure statement.
 - d. Any amount paid by the City for services that duplicate services covered by other specific grants and Agreements.



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- e. Any amounts expended for items or purposes determined unallowable by the City or an appropriate federal official.
- f. Any amounts paid by the City for which the Subrecipient's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Subrecipient to perform services.
- g. Any amount identified as a financial audit exception.
- h. Any amounts paid or reimbursed in excess of this Agreement or service reimbursement ceiling and any amounts paid to the Subrecipient which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions.
- i. Any payments made for services rendered before the Agreement begin date or after the Agreement termination date.

2.7. Payment Indemnification

The Subrecipient shall be responsible for issuing payment for services performed by its employees, subcontractors, supplies, or any other third party incurred in the furtherance of the performance or arising out of this Agreement and will indemnify and save the City harmless for all claims whatsoever out of the lawful demands of such parties. The Subrecipient shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

3. SCOPE OF WORK AND SUPPLEMENTAL TERMS AND CONDITIONS:

Subrecipient will provide homeless services that will be in accordance with the Scope of Work as set forth in **Exhibit A – Scope of Work** which may be supplemented with additional detail from time to time during the term of the Agreement, and that are satisfactory to the City. In performing these services, Subrecipient will also specifically comply with the applicable Supplemental Terms and Conditions that are set forth in **Exhibit E – Supplemental Terms and Conditions**.

4. PERFORMANCE REPORTS; WORK CONFERENCES:

- 4.1.** The Subrecipient will prepare and submit monthly performance reports, and other reports and records as may be required by the City from time to time which will summarize data of operation of the Services. The Subrecipient's Executive Director or key personnel will attend work conferences and other meetings as may be required by the City.
- 4.2.** The Subrecipient also shall submit such reports as [HUD or the United States Department of Treasury] and the City may require, including litigation reports, financial management reports, and equal opportunity reports, as may be



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necessary, pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964; Title VIII, Civil Rights Act of 1968; Section 3 of the Housing and Urban Development Act of 1968; Section 109 of the Act, Executive Order 11246, as amended and Executive Order 11053, or any reports as may be further required.

4.3. Failure to comply with requirements of this Section will be deemed to be a default under Section 8 hereof.

5. AUDIT/RECORDS:

5.1. The Subrecipient must submit a financial audit within ninety (90) days after the close of any Subrecipient fiscal year in which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this agreement is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit shall be in conformance with the audit requirements of 2 CFR Part 200, Subpart F. No funds resulting from this Agreement shall be expended for the purpose of an audit without the prior written consent of the City. The decision to provide such consent shall be in the sole discretion of the City.

5.2. The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Subrecipient which are pertinent to any activity performed under this Agreement as required under 2 CFR 200.334 et seq., except as modified herein, for the purpose of making audit, examination, excerpts and transcriptions. The City's right of access is not limited to the retention period but lasts so long as the records are retained by Subrecipient. The Subrecipient shall permit independent auditors access to its records and financial statements as necessary to comply with federal audit requirements.

5.2.1. ESG record retention (24 CFR 576.500(y)) : The Subrecipient will keep all records pertaining to each fiscal year of ESG funds for at least five (5) years. Documentation of each program participant's qualification as a family or individual at risk of homelessness or as a homeless family or individual and other program participant records must be retained for 5 years after the expenditure of all funds from the grant under which the program participant was served.

5.2.2. CDBG record retention (24 CFR 570.502(a)(7)(ii)): The Subrecipient will keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.334 et seq. and 24 CFR 570.502(a)(7)(ii) for a period of at least three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the annual



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performance and evaluation report as prescribed in 24 CFR 91.520 unless any exceptions in 2 CFR 200.334 or 24 CFR 570.502(a)(7)(ii) requiring a longer retention period apply.

5.2.3. State and Local Fiscal Recovery Fund record retention: The Subrecipient will keep all records pertaining to each fiscal year of State and Local Fiscal Recovery funds for at least five (5) years.

- 5.3.** The Subrecipient shall maintain service records in accordance with this Agreement, to meet the following standards, and include at a minimum:
- a. Adequate identification of the service provided and each service recipient's application for Agreement and subcontractor activities;
 - b. Personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
 - c. Time and attendance records for individual employees to support all salaries and wages paid;
 - d. Records of the source of all receipts and the deposit of all funds received by the Subrecipient;
 - e. Original invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to this Agreement;
 - f. A complete general ledger with accounts for the collection of all costs and/or fees applicable to this Agreement; and
 - g. Copies of lease/rental agreements, mortgages and/or any other Agreements which in any way may affect Agreement expenditures.
 - h. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

6. REVERSION OF ASSETS:

6.1. Upon termination or expiration of this Agreement, the Subrecipient will transfer to the City any portion of the Grant on hand and any accounts receivable, program income and interest income attributable to the use of the Grant, unless otherwise directed by the City.

6.2. The City, in its sole discretion, may permit the Subrecipient to retain possession of any equipment purchased pursuant this Agreement. Such permission will be contingent upon the equipment's continued use to provide an eligible program activity throughout the useful life of the equipment, to be determined at the City's sole discretion. All cases not governed by CDBG Program regulations will be governed by the provisions of 2 CFR 200.313.



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- 6.3. If permission to retain equipment is not granted as described in Section 6.2, the Subrecipient will, upon written request, deliver the equipment within fifteen (15) days.
- 6.4. If permission to retain equipment is granted as described in Section 6.2, and the equipment's use for an eligible activity ceases prior to the useful life of the equipment expires, the Subrecipient will pay the City an amount equal to the fair market value of the equipment as measured at the time that the eligible use ceased.
- 6.5. In all cases in which equipment acquired, in whole or in part, with CDBG funds under this Agreement is sold, the proceeds will be program income (prorated to reflect the extent that funds received under this Agreement were used to acquire the equipment). At the expiration of the useful life of any equipment retained by the Subrecipient pursuant to Section 6.2, the Subrecipient, in its discretion, will retain or dispose of the equipment.
- 6.6. In all cases in which equipment is acquired, in whole or in part, with ESG funds, the disposition requirements of 2 CFR 200.313(d) apply.

7. ACKNOWLEDGEMENT

The Subrecipient will acknowledge the contribution of the City of Phoenix Community Development Block Grant in all instances where the contributors of the Program are recognized or listed.

8. DEFAULT/REMEDIES

- 8.1. In the event of any default in or breach of this Agreement or any of its terms or conditions by either party hereto, such party will, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event such breach or default is remedied within thirty (30) days after receipt of such notice. In case such action to cure or remedy the default or breach is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Agreement or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of a breach of Agreement by the Subrecipient, the City, in addition to any other remedy, may immediately withhold payment of funds until such default is cured and/or may make direct payment to vendors.
- 8.2. Failure of the City to insist upon strict performance of any provision of this Agreement or to exercise any right or remedy to which the City is entitled hereunder will not constitute a waiver thereof and will not diminish the



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obligations under this Agreement. No waiver of any of the provisions of this Agreement will be effective unless it is expressly stated to be such and signed by both the City and Subrecipient.

9. ASSIGNMENT

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the City.

10. INDEMNIFICATION & INSURANCE REQUIREMENTS – SEE EXHIBIT C.

11. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER:

11.1. The parties agree that Subrecipient is providing the Services under this Agreement on a part-time and/or temporary basis and that the relationship created by this Agreement is that of independent contractors. Neither Subrecipient nor any of Subrecipient's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of Subrecipient.

11.2. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture, partnership or formal business association or organization of any kind, and the rights and obligations of the parties will be only those expressly set forth in this Agreement. The parties agree that no individual performing under this Agreement on behalf of Subrecipient will be considered a City employee, and that no rights of City Civil Service, City retirement or City personnel rules will accrue to such individual. Subrecipient will have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and will save and hold harmless the City with respect thereto.

12. LEGAL WORKER REQUIREMENTS:

12.1. The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any Subrecipient who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Subrecipient agrees that:

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



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- A breach of warranty herein will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- The City retains the legal right to inspect the papers of the Subrecipient or subcontractor employee(s) who work(s) on this Agreement to ensure that Subrecipient or subcontractor is complying with the warranty herein.

13. CONFIDENTIALITY AND DATA SECURITY:

13.1. The Subrecipient must comply with 2 CFR 200.303 and must take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1 and 24 CFR 576.500(x), and other information HUD or the City designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality audit.

13.2. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Subrecipient in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Subrecipient will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

13.3. Personal identifiable information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Subrecipient must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

13.4. When personal identifiable information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

13.5. In the event that data collected or obtained by the Subrecipient in connection with this Agreement is believed to have been compromised, Subrecipient will notify the City Privacy Officer immediately. Subrecipient agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.



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- 13.6.** Subrecipient agrees that the City may assess or test the security of any applications, web services, or computerized systems created or provided by the Subrecipient that process, store, or transmit City information. If the City finds vulnerabilities that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS) in these applications, web services, or computerized systems, the Subrecipient agrees to remediate the vulnerability at no cost to the City and within an agreed-upon timeframe not to exceed 90 days. To clarify, the Subrecipient must remediate found vulnerabilities in computerized systems they provide; Subrecipient is **not** liable for remediating any vulnerability found in the City’s network or computing infrastructure used to support the applications, web services, or systems created or provided by the Subrecipient.
- 13.7.** Subrecipient agrees to abide by all current applicable legal and industry data security and privacy requirements. These include, but are not limited to, Arizona Revised Statutes §44-7501 — Notification of breach of security system; Arizona Revised Statutes §44-7601 — Discarding and disposing of records containing personal identifying information; Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules; Health Information Technology for Economic and Clinical Health (HITECH) Act, and Payment Card Industry Data Security Standards.
- 13.8.** Subrecipient agrees to demonstrate that they have adequate controls and safeguards when they host or process personal identifying information, financial account information, protected health information, or restricted City information. This may be accomplished through a third-party audit utilizing a widely recognized auditing standard, such as Statement on Standards for Attestation Engagements (SSAE) No. 16, or through earning industry certification, such as ISO/IEC 27001.
- 13.9.** By signing and entering this Agreement the Subrecipient specifically acknowledges that it is responsible for the security of cardholder data that Subrecipient possesses or otherwise stores, processes or transmits on behalf of the City. Additionally, as a requirement of this Agreement you must provide to the City a copy of your written Notice to customers that you are responsible for the security of cardholder data that you obtain and otherwise store, process or transmit.
- 13.10.** Subrecipient agrees to comply with all City information security and technology policies, standards, and procedures when accessing City networks and computerized systems whether onsite or remotely.



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13.11. Subrecipient agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by the Subrecipient. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

13.12. The obligations of Subrecipient under this Section will survive the termination of this Agreement.

14. CONTACTS WITH THIRD PARTIES:

14.1. Subrecipient or its subcontractors will not contact third parties to provide any information in connection to the Services provided under this Agreement without the prior written consent of the City. Should Subrecipient or its subcontractors be contacted by any person requesting information or requiring testimony relative to the Services provided under this Agreement or any other prior or existing Agreement with the City, Subrecipient or its subcontractors will promptly inform the City giving the particulars of the information sought and will not disclose such information or give such testimony without the written consent of the City or court order. The obligations of Subrecipient and its subcontractors under this Section will survive the termination of this Agreement.

14.2. Subrecipient agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by the Subrecipient. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

14.3. Nothing in this paragraph is intended to limit Subrecipient from sharing information as necessary to perform the contracted services with client consent in a manner that protects Personally Identifiable Information as necessary.

15. COMPLIANCE WITH LAWS:

15.1. The Subrecipient will comply with the requirements and standards of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” except as modified for CDBG funds in 24 CFR Part 570 or ESG funds in 24 CFR Part 576. The Subrecipient's financial management system will include at a minimum accurate, current and complete disclosures of the CDBG and ESG programs; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.



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- 15.2.** The Subrecipient and its contractors and subcontractors paid with the proceeds of the Grants will give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement including the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, the McKinney-Vento Homeless Assistance Act, as amended, 24 CFR Part 576, and 2 CFR Part 200 (as applicable) governing the use of CDBG and ESG funds. If the Subrecipient observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it will promptly notify the City, in writing, and any necessary changes will be accomplished by appropriate written modification.
- 15.3.** The Subrecipient will carry out its responsibilities in compliance with the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1968 in order to affirmatively further fair housing; and to comply with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 USC 2000d), 24 CFR Part 5, the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 6101-07), the prohibitions against discrimination on the basis of religion as amended in 24 CFR 570.602, and the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (19 USC 794), and compliance with the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157).
- 15.4.** In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," the Subrecipient agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Agreement by any federal department, and agrees to comply with the requirements of 2 CFR 180 and 24 CFR 2424.
- 15.5.** The Subrecipient agrees to comply with the provisions of the Copeland "Anti-Kick Back" Act (18 USC 874, 40 USC 3145) as supplemented by 29 CFR, part 3.
- 15.6.** The Subrecipient agrees to comply with Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), which provides that no otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her race, color, religion, gender, national origin, age or disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in employment, services, housing,



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building and services accessibility or any other aspects of this program. The discrimination prohibitions in the Age Discrimination Act of 1975, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1974 are also incorporated herein. If Subrecipient employs 15 or more employees, it will comply with the provisions of 24 CFR Part 8 that require Subrecipient to adopt a Section 504 grievance procedure, provide notice to its participants, applicants and employees, and perform an annual self-evaluation.

15.7. The Subrecipient will comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151), the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225), and the Uniform Federal Accessibility Standards FED-STD-795 (April, 1988) subject to the exceptions contained in 41 CFR, Subpart 101-19.604.

15.8. The Subrecipient will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required by Title VI of the Civil Rights Act of 1964, Executive Order 13166, and HUD’s final “Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.” The Subrecipient will submit documentation to City evidencing completion of Subrecipient’s responsibilities under this section, including Subrecipient’s Language Access Plan, if applicable.

15.9. Affirmative Outreach. The subrecipient must establish procedures to make known that use of the facilities, assistance and services are available to all on a nondiscriminatory basis. Such procedures must be likely to reach persons of any race, color, religion, sex, age, national origin, familial status, or disability who may qualify for the facilities and services. The Subrecipient must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities.

15.10. The Subrecipient will comply with all applicable laws, regulations, bulletins, and directions of [HUD or Treasury] necessary to assure that the Grant are utilized in a manner which is consistent with the [HUD Community Development Block Grant and/or Emergency Solutions Grant Programs and/or State and Local Fiscal Recovery Fund].

15.11. Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, and not



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give proper notice to the City, it will assume full responsibility therefore and will bear all cost incurred due to its noncompliance.

15.12. The Subrecipient will comply with the Hatch Act, 5 USC 1501-1508, and must ensure that no funds provided, nor personnel employed under this Agreement, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.

15.13. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, such as worship, religious instruction or proselytization. See 24 CFR 570.200(j).

16. CONTINUING LIABILITY

The Subrecipient will have continuing liability after the term of this Agreement for any breach of this Agreement, including failure to perform in accordance with the requirements of applicable Federal law and rules and regulations promulgated thereunder until after all complaints, investigations and sanctions, including those arising out of audits performed by the City, an appropriate federal official, or other authorized agencies are resolved. The Subrecipient will be liable for any sanctions or requirements imposed at any time upon the City arising out of the Subrecipient's activities performed pursuant to this Agreement.

17. AMENDMENTS:

Whenever an addition, deletion or alteration to the Services described in **Exhibit A – Scope of Work** substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and Subrecipient before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to Subrecipient may be adjusted by mutual agreement, but in no event may the compensation exceed the amount authorized without further written authorization. It is specifically understood and agreed that no claim for extra work done or materials furnished by Subrecipient will be allowed except as provided herein, nor will Subrecipient do any work or furnish any materials not covered by this Agreement unless first authorized in writing. Any work or materials furnished by Subrecipient without prior written authorization will be at Subrecipient's risk, cost and expense, and Subrecipient agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

18. NO ORAL ALTERATIONS:

No alteration or variation of the terms of this Agreement will be binding on the parties herein unless such alteration or variation is in writing and signed by each of the



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parties to this Agreement. No oral understanding or agreement not incorporated in this Agreement will be binding on any of the parties herein.

19. NOTICES:

19.1. Any notice, consent or other communication (“Notice”) required or permitted under this Agreement will be in writing and either: (1) delivered in person; (2) sent via e-mail, return receipt requested; (3) sent via facsimile transmission; (4) deposited with any commercial air courier or express delivery service; or (5) deposited in the United States mail, postage prepaid.

If to Subrecipient:

Subrecipient Point of Contact
Subrecipient
Address
City, State Zip Code
Phone:
Email:

If to City:

CITY Point of Contact
CITY
Address
City, State Zip Code
Phone:
Email:

19.2. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

19.3. Notices sent by e-mail and facsimile transmission will also be sent by regular mail to the recipient at the above address. This requirement for duplicate Notice is not intended to change the effective date of the Notice sent by e-mail or facsimile transmission.

20. INTEGRATION:

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings,



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agreements, discussions, proposals, bids, negotiations, communications, and correspondence, whether oral or written. No representation, promise, inducement or statement of intention has been made by any party hereto which is not embodied in this Agreement, and no party will be bound by or liable for any statement of intention not so set forth.

21. GOVERNING LAW; FORUM; VENUE:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

22. FISCAL YEAR CLAUSE:

The City's fiscal year begins July 1st and ends June 30th each calendar year. The City may make payment for services rendered or costs encumbered only during a fiscal year and for a period of 60 days immediately following the close of the fiscal year, under the provisions of Arizona Revised Statutes §42-17108. Therefore, Subrecipient must submit billings for services performed or costs incurred prior to the close of a fiscal year within ample time to allow payment within this 60-day period.

23. TERMINATION FOR CAUSE AND FOR CONVENIENCE

23.1. The City may terminate this Agreement in whole, or from time to time in part, for the City's convenience or the failure of the Subrecipient to fulfill the Agreement obligations (cause/default). The City shall terminate by delivering to the Subrecipient a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Subrecipient shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City all information, reports, papers, and other materials accumulated or generated in performing the Agreement, whether completed or in process.

23.2. If the termination is for the convenience of the City, the City shall be liable only for payment for services rendered before the effective date of the termination.

23.3. If the termination is due to the failure of the Subrecipient to fulfill its obligations under the Agreement (cause/default), the City may (1) require the Subrecipient to deliver to it, in the manner and to the extent directed by the City, any work described in the Notice of Termination; (2) take over the work and prosecute



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the same to completion by contract or otherwise, and the Subrecipient shall be liable for any additional cost incurred by the City; and (3) withhold any payments to the Subrecipient, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the City by the Subrecipient. In the event of termination for cause/default, the City shall be liable to the Subrecipient for reasonable costs incurred by the Subrecipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

24. FINAL PAYMENT:

24.1. PAYMENT: The City will make final payment for all Services performed and accepted within 60 days after Subrecipient has delivered to the City any final progress reports, documentation, materials and evidence of costs and disbursement as required under this Agreement. Any use by the City of preliminary reports, raw data or other incomplete material returned by Subrecipient will be at the City's sole risk for such use.

24.2. TEMPORARY SUSPENSION: The City may, by written notice, direct Subrecipient to suspend performance on all or any part of the Services for such period of time as may be determined by the City to be necessary or desirable for its convenience. If such suspension causes additional expense to Subrecipient in performance, and not due to fault or negligence of Subrecipient, the payment will be adjusted on the basis of actual costs resulting directly from the suspension, and the period for performance of the Services will be extended by mutual agreement. Any claim by Subrecipient for a price adjustment must be supported by appropriate documentation asserted promptly after Subrecipient has been notified to suspend performance.

25. PROFESSIONAL COMPETENCY:

25.1. QUALIFICATIONS: Subrecipient represents that it is familiar with the nature and extent of this Agreement, the Services, and any conditions that may affect its performance under this Agreement. Subrecipient further represents that it is fully experienced and properly qualified, is in compliance with all applicable license requirements, and is equipped, organized, and financed to perform such Services.

25.2. LEVEL OF CARE AND SKILL: Services provided by Subrecipient will be performed in a manner consistent with that level of care and skill ordinarily exercised by members of Subrecipient's profession currently practicing in the same industry under similar conditions. Acceptance or approval by the City of Subrecipient's work will in no way relieve Subrecipient of liability to the City for damages suffered or incurred arising from the failure of Subrecipient to adhere to the aforesaid standard of professional competence.



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26. SPECIFIC PERFORMANCE:

Subrecipient agrees that in the event of a breach by Subrecipient of any material provision of this Agreement, the City will, upon proper action instituted by it, be entitled to a decree of specific performance thereof according to the terms of this Agreement. In the event the City will elect to treat any such breach on the part of Subrecipient as a discharge of the Agreement, the City may nevertheless maintain an action to recover damages arising out of such breach. This paragraph is not intended as a limitation of such other remedies as may be available to the City under law or equity.

27. FORCE MAJEURE:

Subrecipient will not be responsible or liable for, or deemed in breach hereof because of any delay in the performance of its obligations hereunder to the extent caused by circumstances beyond its control, without its fault or negligence, and that could not have been prevented by the exercise of due diligence, including but not limited to fires, natural disasters, riots, wars, unavoidable and unforeseeable site conditions, failure of the City to provide data within the City's possession or to make necessary decisions or provide necessary comments in connection with any required reports prepared by Subrecipient in connection with the Services and the unforeseeable inability to obtain necessary site access, authorization, permits, licenses, certifications and approvals (such causes hereafter referred to as "Force Majeure").

28. DOCUMENTATION:

28.1. DISSEMINATION AND RETENTION: There will be no dissemination or publication of any information gathered, or documents prepared in the course of the performance of the Services without the prior written consent of the City. Should the City, upon advice of counsel, deem it necessary, due to existing or anticipated litigation, to assert a legal privilege of protection and non-disclosure with regard to the subject matter of this Agreement, then, and in that event, upon written demand, Subrecipient will relinquish to the possession and control of the City its entire file related to this Agreement and only those portions of said file deemed by the City to be not privileged will be returned to Subrecipient pending the resolution of the existing or anticipated litigation.

28.2. FORMAT AND QUALITY: All documents prepared by Subrecipient will be prepared in a format and at a quality approved by the City.

28.3. DOCUMENT REVIEW: Subrecipient will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.



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28.4.SUBMITTALS: Subrecipient will provide timely and periodic submittals of all documents required of Subrecipient, including subcontracts, if any, as such become available to the City for review.

28.5. Nothing in this paragraph is intended to limit Subrecipient from sharing information as necessary to perform the contracted services with client consent in a manner that protects Personally Identifiable Information as necessary.

29. CONFLICTS OF INTEREST:

All parties hereto agree to abide by the provisions of 2 CFR 200.318, 24 CFR 570.611 and 24 CFR 576.404, as applicable, which include (but are not limited to) the following:

29.1. The Subrecipient must maintain a written code or standards or conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

29.2. No employee, officer, or agent of the Subrecipient will participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

29.3. No covered persons who exercise or who have exercised any functions or responsibilities with respect to CDBG- or ESG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, subcontract, or agreement with respect to the CDBG- or ESG-assisted activity, or with respect to the proceeds from the CDBG- or ESG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

29.4. Subrecipient acknowledges that, to the best of its knowledge, information and belief, no person has been employed or retained to solicit or secure this Agreement upon a promise of a commission, percentage, brokerage, or contingent fee, and that no member of the Phoenix City Council or any employee of the City has any financial interest in the consulting firm. For breach of violation of this warranty, the City will have the right to annul this Agreement without liability, including any such commission, percentage, brokerage or contingent fee.



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29.5. The City reserves the right to immediately terminate the Agreement in the event that the City determines that Subrecipient has an actual or apparent conflict of interest.

29.6. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by Subrecipient, or any agent or representative of Subrecipient, to any officer or employee of the City for the purpose of securing this Agreement, or securing favorable treatment with respect to the awarding, amending, or making of any determination with respect to the performance of this Agreement, the City may, by one calendar day written notice to Subrecipient, terminate the right of Subrecipient to proceed under this Agreement, provided that the existence of the facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against Subrecipient as could be pursued in the event of default by Subrecipient.

29.7. This Agreement is subject to the requirements of Arizona Revised Statutes §38-511.

30. PUBLIC RECORDS:

30.1. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, the Subrecipient acknowledges that all documents provided to the City may be subject to disclosure by laws related to open public records. Consequently, the Subrecipient understands that disclosure of some or all of the items subject to this Agreement may be required by law.

30.2. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by Subrecipient, the City agrees to provide the Subrecipient with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Subrecipient specified in their proposal. Within ten days of City notice by the City, the Subrecipient will inform the City in writing of any objection by the Subrecipient to the disclosure of the requested information. Failure by the Subrecipient to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

30.3. In the event the Subrecipient objects to disclosure within the time specified, the Subrecipient agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Subrecipient does not object thereto. Furthermore, the Subrecipient agrees to indemnify and hold harmless the City from any claims,



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actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

31. CLAIMS OR DEMANDS AGAINST THE CITY:

31.1. Subrecipient acknowledges and accepts the provisions of Chapter 18, Section 14 of the Charter of the City of Phoenix, pertaining to claims or demands against the City, including provisions therein for set-off of indebtedness to the City against demands on the City, and Subrecipient agrees to adhere to the prescribed procedure for presentation of claims and demands. Nothing in Chapter 18, Section 14 of the Charter of the City of Phoenix alters, amends or modifies the supplemental and complementary requirements of the State of Arizona Notice of Claim statutes, Arizona Revised Statutes §§ 12-821 and 12-821.01, pertaining to claims or demands against the City. If for any reason it is determined that the City Charter and state law conflict, then state law will control.

31.2. Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised Statutes § 12-821.01(C), sufficient to affect the date on which the cause of action accrues within Arizona Revised Statutes § 12-821.01(A) and (B).

32. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS:

Subrecipient waives any claims against the City and its officers, officials, agents and employees for loss of anticipated profits caused by any suit or proceeding, directly or indirectly, involving any part of this Agreement.

33. CONTINUATION DURING DISPUTES:

33.1. Subrecipient agrees as a condition of this Agreement that in the event of any dispute between the parties, provided no Notice of Termination has been given by the City, and if it is feasible under the terms of this Agreement each party will continue to perform the obligations not related to the dispute required of it during the resolution of such dispute, unless enjoined or prohibited by a court of competent jurisdiction.

33.2. Failure or delay by either party to exercise any right, power or privilege specified in or appurtenant to this Agreement will not be deemed a waiver.



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34. THIRD PARTY BENEFICIARY CLAUSE:

The parties expressly agree that this Agreement is not intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

35. NO ISRAEL BOYCOTT:

By entering into this Agreement, the Subrecipient certifies that they are not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of goods or services from Israel.

36. EQUAL EMPLOYMENT OPPORTUNITY AND PAY:

In order to do business with the city, Subrecipient must comply with Phoenix City Code, 1969, chapter 18, Article V, as amended, equal employment opportunity requirements. Subrecipient will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

For a contractor with 35 employees or fewer: Subrecipient in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Subrecipient will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Subrecipient further agrees that this clause will be incorporated in all subcontracts related to this agreement that involve furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this agreement. Subrecipient further agrees that this clause will be incorporated in all subcontracts, contractor agreements or subleases of this agreement entered into by supplier/lessee.

For a contractor with more than 35 employees: Subrecipient in performing under this agreement shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, national origin, age, or disability, nor otherwise commit an unfair employment practice. The Subrecipient will ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, sex, national origin, age, or disability, and shall adhere to a policy to pay equal compensation to men and women who perform jobs that require substantially equal skill, effort, and responsibility, and that are performed within the same establishment under similar



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working conditions. Such action shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. The Subrecipient further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement. Subrecipient further agrees that this clause will be incorporated in all subcontracts, job-contractor agreements or subleases of this agreement entered into by supplier/lessee. The Subrecipient further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

DOCUMENTATION: Suppliers and lessees may be required to provide additional documentation to the equal opportunity department affirming that a nondiscriminatory policy is being utilized.

MONITORING: The Equal Opportunity Department shall monitor the employment policies and practices of suppliers and lessees subject to this article as deemed necessary. The Equal Opportunity Department is authorized to conduct on-site compliance reviews of selected firms, which may include an audit of personnel and payroll records, if necessary.



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APPROVALS

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed, effective as of the date in the first paragraph (the “Effective Date”);

CITY OF PHOENIX, a municipal corporation
JEFFREY BARTON, City Manager

SUBRECIPIENT NAME,
a State of Arizona, *type of business*

By: _____
Marchelle F. Franklin
Human Services Director

By: _____
Authorized Signer Name
Authorized Signer Title

ATTEST:

City Clerk

APPROVED AS TO FORM,
CRIS MEYER, City Attorney

By: _____
Assistant Chief Counsel



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EXHIBIT A – SCOPE OF WORK
ENTER TITLE OF CONTRACT

[Will be inserted prior to contract execution.]



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**EXHIBIT B
ITEMIZED SERVICE BUDGET**

[attached on the following page.]



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EXHIBIT C INDEMNIFICATION & INSURANCE REQUIREMENTS

1. **DEFENSE AND INDEMNIFICATION CLAUSE:**

Subrecipient (“Indemnitor”) must defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses or other amount arising out of or recovered under any state’s Workers’ Compensation Law or arising out of the failure of Indemnitor or Indemnitor’s Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor’s duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor’s duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely as a result of Indemnitee’s own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, Indemnitor agrees to waive all rights of subrogation against Indemnitee for losses arising from or related to any work performed by Indemnitor or Indemnitor’s Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. **INSURANCE REQUIREMENTS:**

Subrecipient and subcontractors must procure insurance against claims that may arise from or relate to performance of the work hereunder by Subrecipient and its agents, representatives, employees and subcontractors. Subrecipient and subcontractors must maintain that insurance until all their obligations have been discharged, including any warranty periods under this Agreement.

The City in no way warrants that the limits stated in this section are sufficient to protect the Subrecipient from liabilities that might arise out of the performance of the work under this Agreement by the Subrecipient, its agents, representatives, employees or subcontractors and Subrecipient may purchase additional insurance as they determine necessary.



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2.1. **SCOPE AND LIMITS OF INSURANCE:** Subrecipient must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the liability limits provided that (1) the coverage is written on a “following form” basis, and (2) all terms under each line of coverage below are met.

2.1.1. Commercial General Liability – Occurrence Form

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

- The policy must be endorsed to include coverage for sexual abuse and molestation.
- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Subrecipient related to this Agreement.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured.
- City of Phoenix is an additional insured to the full limits of liability purchased by the Subrecipient.
- The Subrecipient’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.2. Automobile Liability (if applicable)

Bodily Injury and Property Damage coverage for any owned, hired, and non-owned vehicles used in the performance of this Agreement.

Combined Single Limit (CSL) \$1,000,000

- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities



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performed by, or on behalf of the Subrecipient, relating to this Agreement.

- City of Phoenix is an additional insured to the full limits of liability purchased by the Subrecipient.
- The Subrecipient’s insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

2.1.3. Worker’s Compensation and Employers’ Liability

Workers’ Compensation	Statutory
Employers’ Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

- Policy must contain a waiver of subrogation against the City of Phoenix.
- This requirement does not apply when a contractor or subcontractor is exempt under A.R.S. §23-902(E), **AND** when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

2.1.4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Services of this Agreement.
- Subrecipient warrants that any retroactive date under the policy must precede the effective date of this Agreement; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

3. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Agreement, the Subrecipient must provide to the City, within 5



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business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be emailed to hsdprocurement@phoenix.gov.

4. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Subrecipient from potential insurer insolvency.
5. **VERIFICATION OF COVERAGE:** Subrecipient must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement must be sent directly to hsdprocurement@phoenix.gov **The City project/contract number and project description must be noted on the certificate of insurance.** The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.**

6. **SUBCONTRACTORS:** Subrecipient’s certificates shall include all subcontractors as additional insureds under its policies **OR** Subrecipient shall be responsible for ensuring and verifying that all subcontractors have valid and collectable insurance. At any time throughout the life of the Agreement, the City of Phoenix reserves the right to require proof from the Subrecipient that its subcontractors have insurance coverage. All subcontractors providing services included under this Agreement’s Scope of Services are subject to the insurance coverages identified above and must include the City of Phoenix as an additional insured. In certain circumstances, the Subrecipient may, on behalf of its subcontractors, waive a specific type of coverage or limit of liability where appropriate to the type of work being performed under the subcontract. Subrecipient assumes liability for all subcontractors with respect to this Agreement.
7. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Agreement must be documented by an executed contract



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amendment.



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**EXHIBIT D
SUBRECIPIENT'S CERTIFICATE OF INSURANCE**

[attached on the following page.]



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**EXHIBIT E
SUPPLEMENTAL TERMS AND CONDITIONS**

Subrecipient Name: Enter Name

Subrecipient Unique Entity Identifier: Enter UEI Number

Federal Award Identification Number: Enter Number

Federal Award Date: Enter Date

Subaward Period of Performance Start and End Date: Effective date of contract through [end of federal grant period of performance]

Subaward Budget Period Start and End Date: Effective date of contract through [end of federal grant period of performance]

Amount of Federal Funds Obligated to Subrecipient: \$XXXXX

Total Amount of Federal Funds Obligated to the Subrecipient: \$XXXXX

Total Amount of the Federal Award Committed to the Subrecipient: \$XXXXX

Federal Award Project Description: Enter Name from Subaward Letter

Name of Federal Award Agency: Enter Name

Name of pass-through entity: City of Phoenix

Assistance Listing number and Title: Enter Info (formerly CFDA)

Research and Development (R&D) Identification: Yes/No

Indirect Cost Rate for Federal Award: de minimis rate of 10%

1. CONTRACT WORKER BACKGROUND SCREENING:

(a) Subrecipient agrees that all Subrecipient workers and subcontractors (collectively “Contract Worker(s)”) that Subrecipient furnishes to the City pursuant to this Agreement are subject to background and security checks and screening (collectively “Background Screening”) at Subrecipient’s sole cost and expense as set forth in this Section. The Background Screening provided by Subrecipient will comply with all applicable laws, rules and regulations. Subrecipient further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare.

(b) The background screening requirements set forth in this section are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Subrecipient from any liabilities that may arise out of the Subrecipient’s services under this agreement or Subrecipient’s failure to comply with this section. Therefore, in addition to the specific measures set forth below, Subrecipient and its Contract Workers will take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement.



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(c) Background Screening Requirements and Criteria. The City has established two levels of risk: Standard and Maximum and associated background screening. The current risk level and background screening required for this Agreement is **MAXIMUM RISK**. If the scope of work changes, the City may amend the level of risk, which could require the Subrecipient to incur additional contract costs to obtain background screens or badges.

1. Standard Risk Level

A standard risk background screening will be performed when the Contract Worker's work assignment will:

- (i) require a badge or key for access to City facilities; or
- (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- (iii) allow unescorted access to City facilities during normal and non-business hours.

The background screening for this standard risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

2. Maximum Risk Level

A maximum risk background screening will be performed when the Contract Worker's work assignment will:

- (i) include working directly with vulnerable adults or children (under age 18); or
- (ii) have any responsibility for the receipt of payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or
- (iii) have unescorted access to City data centers, money rooms, high-value equipment rooms, or critical infrastructure sites/facilities; or
- (iv) have access to private residences; or
- (v) have direct or remote access to Criminal Justice Information Systems (CIS) infrastructure.

The background screening for this maximum risk level will include a background check for real identity/legal name, and will include felony and misdemeanor records from any county in the United States, the State of Arizona, plus any other jurisdiction where the Contract worker has lived at any time in the preceding seven years from the Contract Worker's proposed date of hire. In addition, Maximum screening levels may require additional checks as included herein, depending on the scope of work, and may be amended if the scope of work changes.



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Fingerprint verification is required when the Contract Worker is working directly with children or vulnerable adults. A current Department of Public Safety (DPS) Administration Level fingerprint card satisfies the requirements of a Maximum Risk background check and fingerprint verification.

Additional requirements will apply to any contract where the scope of work includes child care.

(d) Subrecipient Certification; City Approval of Standard or Maximum Risk Background Screening.

Unless otherwise provided for in the Scope of Work, Subrecipient will be responsible for (a) determining whether Contract Worker(s) are disqualified from performing work for the City; (b) submitting pass/fail results to the City for approval for maximum risk level background checks; (c) reviewing the results of the background check every three to five years, dependent on scope; (d) engaging in whatever due diligence is necessary to make the decision on whether to disqualify a Contract Worker; and (e) submitting the list of qualified Contract Workers to the contracting department.

For Maximum Risk background screenings, upon review of the background information the City will advise the Subrecipient if it believes a Contract Worker should be disqualified. The Subrecipient will evaluate the Contract Worker and if the Subrecipient believes that there are extenuating circumstances that suggest that the person should not be disqualified, the Subrecipient will discuss those circumstances with the City. The City's decision on disqualification of a Contract Worker is final. The City's final documented decision will be an "approve" or "deny" for identified Contract Workers. The City will not keep records related to background checks once they are confirmed. Information to verify the results will be returned to the Subrecipient, or any contracted agency that assists with review, after the City's completed review.

By executing this agreement, Subrecipient certifies and warrants that Subrecipient has read the background screening requirements and criteria in this section, and that all background screening information furnished to the City is accurate and current. By executing this agreement, Subrecipient further certifies and warrants that Subrecipient has satisfied all such background screening requirements for either standard or maximum risk background screening, and verified legal worker status, as required.

Contract Workers will not apply for the appropriate City of Phoenix identification and access badge or keys until Subrecipient has received the City's written acceptance of Contract Worker's maximum risk background screening. The City may, in its sole discretion, accept or reject any or all the Contract Workers proposed by Subrecipient



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for performing work under this Agreement. A Contract Worker rejected for work at a maximum risk level under this agreement will not be proposed to perform work under other City contracts or engagements without City's prior written approval.

(e) Terms of This Section Applicable to all of Subrecipient's Contracts and Subcontracts: Subrecipient will include the terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.

(f) Materiality of Background Screening Requirements; Indemnity. The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this Agreement. In addition to the indemnity provisions set forth in this agreement, Subrecipient will defend, indemnify and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Subrecipient. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Subrecipient from any liabilities that may arise out of the Subrecipient's services under this Agreement or Subrecipient's failure to comply with this section. Therefore, Subrecipient and its Contract Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

(g) Continuing Duty; Audit. Subrecipient's obligations and requirements that Contract Workers satisfy this Background Screening Section will continue throughout the entire term of this Agreement. Subrecipient will notify the City immediately of any change to a Background Screening of a Contract Worker previously approved by the City. Subrecipient will maintain all records and documents related to all Background Screenings and the City reserves the right to audit Subrecipient's compliance with this Section pursuant to Section 6 above.

2. PERFORMANCE INTERFERENCE

Subrecipient will notify the City's department contact immediately of any occurrence and/or condition that interferes with the full performance of the Agreement and confirm it in writing within 24 hours.

Department Contact: TBD

Phone: TBD

3. SMOKING POLLUTION CONTROL MEASURES:

The Subrecipient shall be subject to the provisions of City Ordinance No. G-2865, as amended, "the Smoking Pollution Control Ordinance," effective July 1, 1986 and



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A.R.S. § 36-601-01. These laws regulate smoking in places of employment and enclosed public places located within the City of Phoenix.

4. DRUG-FREE WORKPLACE:

The Subrecipient must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

5. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA):

The Subrecipient will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Unique Entity Identifier (UEI).

6. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, DISADVANTAGE BUSINESS ENTERPRISES, AND LABOR AREA SURPLUS FIRMS:

Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, Disadvantaged Business Enterprises, and labor area surplus firms, Subrecipient will take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps must include the following:

- 6.1.** Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- 6.2.** Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- 6.3.** When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- 6.4.** Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- 6.5.** Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.



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6.6. Comply with the applicable requirements of the Small and Disadvantaged Business Enterprise Policy Plan for the City of Phoenix.

6.7. Include affirmative steps, one through six in any subcontract.

7. **BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C. 1352):**

In all contracts in excess of \$100,000 the Subrecipient hereby certifies, to the best of its knowledge and belief, that:

7.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

7.2. Each Subrecipient tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C 1352.

7.3. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8. **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

Applicable to all contracts in excess of \$150,000. The Subrecipient will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the City, HUD, and the San Francisco Regional Office of the Environmental Protection Agency (EPA).

9. **PROCUREMENT OF RECOVERED MATERIALS**

9.1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Subrecipient will procure items designated in guidelines of the Environmental Protection Agency (EPA)



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at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Subrecipient will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Subrecipient determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.

- 9.2.** Paragraph (a) of this clause will apply to items purchased under this Agreement where: (1) the Subrecipient purchases in excess of \$10,000 of the item under this Agreement; or (2) during the preceding Federal fiscal year, the Subrecipient: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

10. ENERGY EFFICIENCY

The Subrecipient will observe all mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq.).

11. DEBARMENT AND SUSPENSION:

The Subrecipient agrees to abide by Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant Responsibilities), published as Part VII of the May 26, 1988, Federal Register (pages 19159-19211). The City may, by giving written notice to the Subrecipient, immediately terminate this Agreement if the City determines that the Subrecipient 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.

12. CRIMES AGAINST CHILDREN:

The Subrecipient shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620.

13. SEAT BELT USE:

Pursuant to EO 13043 (4/16/1997), Increasing the Use of Seat Belts in the US, Subrecipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.



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14. NON-PROFIT STATUS AND REPORTING

The Subrecipient shall maintain 501(c) 3 status and shall provide certified audits and tax returns annually. The audits and tax returns shall be provided to the City's contract administration representative referenced in paragraph 20 - Notices. The audit/returns are due to the City within 30 days from receipt of the certified audit.

15. RELIGIOUS ACTIVITIES:

Recipients shall not be required to participate in any religious activity for any services rendered.

16. ACCOUNTING:

The Subrecipient's accounting practices shall be in conformance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB) for state and local governmental entities or by the Financial Accounting Standards Board (FASB) for non-governmental entities. The Subrecipient shall maintain separate accounts for City funds awarded under this Agreement.

17. CLIENT FEES AND PROGRAM INCOME:

Unless mandated by controlling law, the Subrecipient shall impose no fees or charges of any kind upon recipients for services authorized under this Agreement. However, if program income is generated and received by the Subrecipient as a result of authorized services, it shall be disposed of in accordance with direction from the City and reported in accordance with applicable policies and procedures.

18. AVAILABILITY OF FUNDS:

It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the City from HUD pursuant to the ESG and CDBG Program and that therefore the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by the terms of the ESG or CDBG Program and any grant agreement entered into by the City in connection with the CD Grant.

If any action is taken by any federal, state, local agency, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with, this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under, or in connection with, this Agreement. In the event of termination, the Parties shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Parties shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.



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19. SUBSTANTIAL INTEREST DISCLOSURE:

19.1. The Subrecipient shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in the Subrecipient's organization or with which the Subrecipient (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless the Subrecipient has made a full written disclosure of the proposed payments, including amounts, to the City.

19.2. For the purpose of this Section, "relative" shall have the same meaning as in City's Administrative Regulation 2.91 (2) Definition.

20. COST OR PRICING DATA CERTIFICATION:

20.1. By signing this Agreement, any amendment thereto, or other official form, the Subrecipient certifies, to the best of the Subrecipient's knowledge and belief, any cost or pricing data submitted is accurate, complete, and current as of the date submitted or other mutually agreed upon date. Furthermore, if the City finds that the price was increased because the cost or pricing data furnished by the Subrecipient was inaccurate, incomplete or not current as of the date of certification, the City will readjust the price to exclude any significant amount. Such adjustment by the City may include overhead, profit or fees. When the Agreement rates are set by law or regulation, the certifying of cost or pricing data does not apply.

21. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:

a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

- b. The list of persons and entities referenced in the paragraph above includes the following:
- i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;



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- v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, the CITY, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- d. Subrecipient will insert the substance of this clause, including this subsection (d), in all subcontracts over the simplified acquisition threshold.

22. FEDERAL IMMIGRATION AND NATIONALITY ACT:

The Subrecipient shall comply with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees during the term of this Agreement. The Subrecipient shall maintain Employment Eligibility Verification Forms (1-9) as required by the U.S. Department of Labor. At the City's discretion, the City may request verification of compliance. If the Subrecipient does not comply with this requirement, the City retains the right to pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension and/or debarment of the Subrecipient. The Subrecipient shall bear all costs necessary to verify compliance.

23. PREDECESSOR AND SUCCESSOR AGREEMENTS:

The execution or termination of this Agreement shall not be considered a waiver by the City of any and all rights it may have for damages suffered through a breach of this or a prior Agreement with the Subrecipient.

24. NON-MATERIAL CHANGES:

The Subrecipient shall give written notice to the designated City representative of any of the following non-material changes that affects either programmatic or financial requirements of this Agreement, but a written amendment will not be necessary.

- a. Change of address, telephone number, email, fax number;
- b. Change of Subrecipient's authorized signatory or his/her designee;
- c. Change in the name and address of the designated representatives to which notices are to be sent;
- d. Changes in Agreement related personnel positions of the Subrecipient which do not affect staffing ratios or staff qualifications required under this Agreement;



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- e. Change in the name of the Subrecipient where the ownership remains the same;
- f. In Cost Reimbursement or Unit Fee Agreements, whenever there is less than a 10% increase or decrease in any budget category.

25. GRIEVANCES BY RECIPIENTS OF SERVICES:

The Subrecipient shall maintain a formal system acceptable to and approved by the City for reviewing and adjudicating grievances by recipients of services or subcontractors arising from this Agreement.

The Subrecipient shall advise all applicants for and recipients of contracted services of their right, at any time or for any reason, to present to the Subrecipient and to the City any grievances arising from the delivery of contracted services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The City may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

26. EVALUATION AND MONITORING:

The City may evaluate, and the Subrecipient shall agree to cooperate in the evaluation of contracted services. Evaluation may assess the quality and impact of contracted services, either in isolation or in comparison with other similar services and assess the Subrecipient's progress and/or success in achieving the service requirements and deliverables set forth in this Agreement. The Subrecipient agrees that the City may monitor the Subrecipient or subcontractor, in the services delivered, facilities maintained, and fiscal practices. The Subrecipient shall cooperate in such efforts. The Subrecipient shall participate in third party evaluations if the City retains an inspector to monitor this Agreement.

27. VISITATION AND INSPECTION:

The Subrecipient's or subcontractor's facilities, services and individuals served, pertaining to the Agreement shall be available for visitation, inspection by the City and any other appropriate agent of the City, State, or Federal Government. At the discretion of the City, visitation and inspection may occur at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, the City may at any time visit and inspect the Subrecipient's or subcontractor's facilities, services and individuals served.

28. PROPERTY OF THE CITY:

Any materials whatsoever, including but not limited to, reports, computer programs and other deliverables, created under this Agreement are the sole property of the City. The Subrecipient is not entitled to a patent or copyright on those materials and may not transfer same to anyone else. The Subrecipient shall not use or release these materials without the prior written consent of the City.



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29. RIGHT OF OFFSET:

The Subrecipient acknowledges the provisions of the Phoenix City Code which require and demand that no payment be made to any Subrecipient while there is an outstanding obligation due the City. The City may direct any such obligation be offset against payment due the Subrecipient.

The City shall also be entitled to offset against any sums due the Subrecipient, any expenses or costs incurred by the City, or damages assessed by the City concerning the Subrecipient's non-conforming performance or failure to perform this Agreement, including expenses, costs and damages described in these Terms and Conditions of the Agreement.

30. NON-WAIVER OF LIABILITY:

The City, as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, the Subrecipient agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law.

31. POLITICAL ACTIVITIES

The Subrecipient will not use any Grant funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. The Subrecipient may, however, use a facility financed with CDBG funds on an incidental basis to permit political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

32. UNFORESEEN DELAY IN PERFORMANCE

Neither the Subrecipient nor the City will be considered in breach or default of its obligations with respect to improvement of the property or the commencement and completion of rehabilitation of the improvements thereon, in the event of delay due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use will be extended for the period of the unforeseen delay if the party seeking the extension requests it in writing of the other party within ten (10) days after the beginning of the unforeseen delay. The period of unforeseen delay will be determined by the City.



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33. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

- 33.1.** Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City or other public entity by the Subrecipient will constitute an event of default or breach of this Agreement for purposes of Section 9, unless previously approved by the City in writing, and may constitute sufficient reasons for cancellation of this Agreement by the City according to the procedures contained in this Agreement.
- 33.2.** Prior to entering into this Agreement and during the time period covered by this Agreement, the Subrecipient will disclose any information related to the preceding paragraph. This will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Agreement by the City according to the procedures contained in this Agreement.

34. ENVIRONMENTAL CONDITIONS

Pursuant to 24 CFR part 58, no CDBG or ESG funds may be encumbered prior to the completion of the Environmental Review, if applicable. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record shall rest with the City. It is the responsibility of the Subrecipient to notify the City, and to refrain from making any commitments and expenditures on a site until a written authorization has been issued by the City. Failure to meet these conditions will mean that requested funds will not be disbursed.

35. PREFERENCE FOR DOMESTIC PROCUREMENT:

Pursuant to 2 C.F.R. 200.322, to the greatest extent practicable, Contractor will purchase, acquire, or use goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products).

36. PROHIBITION ON CERTAIN TELECOMMUNICATIONS EQUIPMENT:

Contractor is prohibited from obligating or expending funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract to procure or obtain equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and such other entities described in 2 C.F.R. 200.216.



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SECTION IV – SUBMITTALS AFFIDAVIT

The undersigned Offeror 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. Offeror further specifically agrees hereby to provide services in the manner set forth in the proposal submitted by the Offeror.

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

1. The City is relying on Offeror's submitted information and the representation that Offeror 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 Offeror.
3. Offeror 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 Offeror 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 Offeror in connection with this proposal shall be borne solely by Offeror. Under no circumstances shall the City be responsible for any costs associated with Offeror's proposal or the RFP process.
9. Offeror 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



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

12. COPIES

12.1 Please submit one (1) original of the Submittal Section and all other required documentation via email. Submit each tabbed section in its own PDF file as outlined in Sections 14 and 15 below. Do not submit one large PDF document of your submission.

12.2 Please submit only the Submittal Section, do not submit a copy of the entire solicitation document. This offer will remain in effect for a period of 180 calendar days from the bid opening date and is irrevocable unless it is in the City's best interest to do so.

12.3 Documents shall be submitted in Portable Document Format (PDF). Multiple email submissions with documents following the initial email will not be accepted. The submission should be contained in one email. Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit and your email cannot be sent. The City's e-mail server size limit to receive e-mails is 150MB.

13. EVALUATION CRITERIA

In accordance with Administrative Regulation 3.10, Competitive Sealed Proposal(s), awards shall be made to the responsible Offeror(s) whose proposal(s) is determined in writing to be the most advantageous to the City based upon the evaluation criteria and the number of proposals received in each component area. The evaluation criteria are listed below along with the possible points assigned to each. Additional information for each criterion is provided below.

13.1	Service Methodology	400 points
13.2	Cost and Fiscal Ability	200 points
13.3	Organizational Capacity	200 points
13.4	Implementation Plan	<u>200 points</u>
	Total Available Points	1,000 points

14. PROPOSAL SUBMITTAL FORMAT

The electronic offer should be:

- Typewritten for ease of evaluation



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- Signed by an authorized representative of the Offeror;
- Submitted with contact information for the individual(s) authorized to negotiate with the City;
- Submitted with a table of contents with the following major sections in separate PDF documents clearly labeled accordingly:

Tab 1	General Information
Tab 2	Service Methodology
Tab 3	Cost and Fiscal Ability
Tab 4	Organizational Capacity
Tab 5	Implementation Plan
Tab 6	Other Required Submittals
Tab 7	Signed Addenda

15. PROPOSAL CONTENT: The proposal shall include the following information and must be submitted in the following sequence. If the Offeror is submitting a proposal for one (1) or more of the Scopes of Work in this solicitation, the proposals must be submitted separately and clearly identified with the Scope of Work Number 1-6 on each submittal. Offerors should reference Attachment 4 – Scoring Rubric Form, which will be utilized in the evaluation of Proposals.

15.1 Tab 1 – General Information

In this Section, Offeror shall provide the following information:

Full company name, address, phone number, and the name and email address of your contact person for the proposal.

Certificate, copy of web-page, or other documentation from the Secretary of State in which your firm is incorporated that shows your firm's legal name as a company.

15.2 Tab 2 – Service Methodology (400 points)

In this Section, Offeror shall provide the following:

Question 1

Clearly identify which Scope of Work Offeror is submitting for.

Question 2

Provide a description of the service the Offeror proposes to provide as defined in the respective Scope of Work in this solicitation. Include who will be responsible for performing the requirements as described in the Scope of Work and how it will be performed.



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Question 3

Describe the process for ensuring the identified populations have immediate access to the identified services.

Question 4

Submit a current organizational chart that indicates specific position titles and sets forth lines of authority, responsibility, and communication in accordance with policies established by the governing body or management. The chart should accurately reflect the existing positions performing the proposed service and any new positions the Offeror is proposing specific to this solicitation.

Question 5

Submit a current job description for each key position delivering service described in the Scope of Work. Job Description(s) should include at a minimum:

- Job title
- Minimum qualifications for education, training, and experience
- Duties and responsibilities
- Resumes for position which are filled

Question 6

Provide a description of how performance will be monitored. Suggested measures might include timeliness of service delivery; rates at which participants are connected to housing and services; participant satisfaction with services; basic workload measures; and staff communication regarding the service delivery to partnering providers.

Question 7

Which evidence-based model does your firm practice? Provide an example of each model utilized.

15.3 Tab 3 – Cost and Fiscal Ability (200 points)

In this Section, Offeror shall provide the following. Failure to submit complete justification of expenses, any supporting documentation and/or documents containing numerical errors will affect overall point allocation.

Question 8

Submit a complete and accurate Itemized Service Budget (Attachment 1) for the proposed service(s). Indirect cost rates must comply with the regulations applicable to the funding source. Offeror must propose a Total Cost per Person Served by dividing the number of people to be served in the Offeror's proposal by the Total Service Cost identified on the Itemized Service Budget. (100



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Points)

- a. Provide a narrative describing the Offeror’s infrastructure and experience managing federal and local grants (Emergency Solutions Grant, Community Development Block Grant, American Rescue Plan Act, etc).

ESG regulations and program information can be found at:
<https://www.hudexchange.info/programs/esg/>.

CDBG regulations and program information can be found at:
<https://www.hudexchange.info/programs/cdbq/>.

ARPA State and Local Fiscal Recovery Fund regulations and program information can be found at:
<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>

Question 9

Complete and submit a Budget Narrative (Attachment 2) describing each itemized expense in the order it appears in the Itemized Service Budget. The terms dates shall reflect July 1, 2023 – June 30, 2024 (40 Points)

Question 10

Complete and submit the Fiscal Ability Questionnaire (Attachment 3). Submit any supporting documentation if directed based on Offeror’s responses in Questionnaire (30 Points).

Question 11

Submit a copy of the Offeror’s most recent annual audited financial statements. If the most recent audit has identified any findings, provide documentation of your organization’s corrective action plan. If there are any findings that have not been addressed, state what the findings are and the proposed date to correct. If audited financial statements do not exist, please provide reviewed financial statements or the last two (2) quarters of unaudited, unreviewed financial statements. Offeror’s fiscal responsibility will be evaluated by the Human Services Department’s Fiscal Section. (30 Points)



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15.4 Tab 4 – Organizational Capacity (200 points)

In this Section, Offeror shall provide the following:

Question 12

Submit a brief summary of your organization, including the Mission Statement and experience in providing the proposed service. Include the number of years in providing the proposed service as it relates to the requirements in the Scope of Work for which the Offeror is proposing.

Question 13

Describe outcomes achieved serving the specific population Offeror served in the previous 12 months. Include data such as positive exits.

Question 14

Describe the level of participation and capacity to interact with applicable Coordinated Entry System.

Question 15

Describe the Offeror's experience utilizing HMIS and capacity to comply with CoC approved HMIS operating standards.

Question 16 (Only required for Scope of Work 1.)

Offeror shall submit with their Offer, current proof of the following Zoning, Permit and Building Code documents.

- Confirmation that the property has the required zoning entitlements;
- Completed site plan review or zoning sign off (sufficient parking, ADA compliance);
- Verification from a licensed architect in the form of a signed and sealed letter that the building complies with the required health accessibility, life and fire safety, and structural requirements of the adopted building codes; and
- Verification from a licensed architect in the form of a signed and sealed letter that the building has a valid Certificate of Occupancy suitable for transient residential occupancy based on the number of occupants and will remain compliant after including additional occupants.

15.5 Tab 5 – Implementation Plan (200 points)

In this Section, Offeror shall provide the following:

Question 17

Provide a detailed implementation plan and timeline demonstrating the Offeror's ability to execute a realistic implementation process for the proposed service. Plan should include a date for services to begin of July 1, 2023.



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15.6 Tab 6 – Other Required Submittals

In this Section, Offeror shall complete and submit the following documents:

- a) Signed Signature page (page 107)
- b) Attachment 5 – Payment Terms & Options
- c) Attachment 6 – Emergency 24-Hour Service
- d) Attachment 7 – Signed Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- e) Attachment 8 – Signed Confidential Information Form
- f) Attachment 9 – Authority to Sign Form
- g) Attachment 10 – References
- h) Attachment 11 – Signed Offer Form
- i) Attachment 12 - Signed Solicitation Conflict & Transparency Disclosure Form
- j) Attachment 13 – Signed SF424B Assurances Non-Construction Programs

15.7 Tab 7 – Signed Addenda

In this Section, Offeror must acknowledge receipt of all solicitation addenda by signing and submitting the entire addenda with the proposal.



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Signature(s)

Offeror's Contracting Entity (Legal Name¹): _____

¹The successful Offeror must be authorized to transact business in Arizona and be in good standing prior to contract award.

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and Email Address: _____

Signature: _____

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

Name of Joint Venture Partner (if applicable): _____

Printed Name of Authorized Representative*: _____

Title: _____

Business Mailing Address: _____

Telephone and email Address: _____

Signature: _____

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