## CASE MANAGEMENT SERVICES AT PHOENIX STARFISH PLACE

## Request for Proposals (RFP) RFP-24-VSD-001

#### Schedule of Events

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	Feb. 9, 2024
Pre-Proposal Meeting (Virtual) 10:00 am	Feb. 23, 2024
Submittal of Written Questions by 3:00 p.m.	Feb. 28, 2024
Responses to Written Questions	March 1, 2024
Proposal Submittal by 3:00 p.m.	March 22, 2024
Proposal Submittal Location	Bids shall be submitted electronically via email to <a href="https://hsdprocurement@phoenix.gov">hsdprocurement@phoenix.gov</a> .  Enter the solicitation number on the subject line of the email
	when submitting your proposal.

## Submit proposals and requests for alternate formats to:

Nancy Harrison, Procurement Officer
City of Phoenix Human Services Department
200 W. Washington Street, 18<sup>th</sup> Floor
Phoenix, Arizona 85003
nancy.harrison@phoenix.gov

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

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ATTACHMENT L - OFFER FORM



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#### **RFP Process**

#### 1. OVERVIEW:

The City of Phoenix established Phoenix Starfish Place (PSP) in 2017 to provide direct services in a residential setting to the victims of female human trafficking survivors with a specific focus on female victims of sex trafficking and their immediate families. The program is located at a city owned fifteen-unit apartment complex where residents receive supportive services, direct counseling, assistance developing life and parenting skills, assistance with their educational goals and with gaining meaningful employment. The goal of Phoenix Starfish Place is to provide residents with the support, skills and tools needed to break-a-way from their former circumstances and become independent productive members of the community.

#### 2. DESCRIPTION - STATEMENT OF NEED:

The City of Phoenix invites sealed offers for victim services and case management services at Phoenix Starfish Place, a residential setting serving the victims of sex and human trafficking as described in this solicitation. Community Development Block Grant (CDBG) Funding, \$750,000 dollars (for the term of 5 years), are made available for case management services on-site, seven days a week at a discrete location within the City of Phoenix.

#### 3. PROPERTY DESCRIPTION:

Phoenix Starfish Place, built in 2013, is a 15-unit multi-family housing community originally designed to serve as transitional housing for families experiencing homelessness as a result of sex trafficking. The property sits on 1.8 acres and includes a mixture of two- and three-bedroom units. A 4,000-square foot resident services building includes a multi-purpose space with kitchen amenities; an early childhood classroom space; and rooms for programming and activities. The building also has three private offices for on-site staff. One will be designated to the property management company and two to the agency selected to provide case management services through this solicitation. The address is unpublished.

#### 4. SERVICE DESCRIPTION:

Phoenix Starfish Place is a program that is evolving and moving to a two-year transitional living facility. As such, proposers may be required to develop standard practices and program guidelines that may change over time. Close coordination with key stakeholders (ASU, the city of Phoenix Housing Department, city of Phoenix Human Services Department and the selected property management firm) is required in the development of operational policies and procedures and for the daily administration of the services contracted. For the purposes of contract administration, proposer shall be responsive to the Housing Services department.



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Phoenix Starfish Place will provide transitional housing for fifteen households who are female human trafficking survivors with a specific focus on female victims of sex trafficking. Existing residents currently occupy this property with a Section 8 Housing Choice Voucher (HCV) and will be offered the choice to take their HCV and move off-site or remain on site without an HCV and participate in an up to two-year transitional program. After successful completion of the program, subject to eligibility, residents will be offered a new HCV to move off-site and subsidize the monthly rental fee, contributing a percentage of their income towards rent.

Eligible new households will be referred through Arizona State University and approved for housing by the city of Phoenix Housing Department and Property Management Company. Upon completion of an up to two-year on-site housing supportive program, subject to eligibility, residents will be offered a Section 8 Housing Choice Voucher (HCV) to move off-site and subsidize the monthly rental fee, contributing a percentage of their income towards rent. Two full-time case managers will provide trauma informed case management and support services on-site to resident households. Additional services coordinated by Arizona State University and provided by a variety of city of Phoenix program(s) and community-based provider agencies will also be available to resident households on-site.

#### 5. PROPOSED FUNDING:

Approximate funding for these services shall not exceed \$150,000.00 annually or \$750,000.00 over the (5) five-year term. Services are scheduled to begin July 1, 2024, pending approval of anticipated Federal Community Development Block Grant (CDBG) Funding.

#### 6. MINIMUM QUALIFICATIONS:

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

#### 7. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

- 7.1. 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.
- 7.2. The language contained in Section II Subrecipient Draft Agreement Exhibit A 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



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

- 7.3. 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. The City anticipates a one-year term beginning on July 1, 2024, through June 30, 2025, with four one-year options to extend, for total aggregate term of 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.

#### 8. PRE-PROPOSAL MEETING:

All interested Offerors are strongly encouraged to attend the virtual Pre-Proposal Conference on **Friday**, **February 23**, **2024**, **at 10:00 AM** HSD staff will provide an overview of the RFP process and answer any RFP related questions. This meeting is not mandatory. **Attendees can access the meeting via the links below**.

For RFP related questions, email <a href="mailto:hsdprocurement@phoenix.gov">hsdprocurement@phoenix.gov</a>. The due date for submission of written questions is 3:00 p.m. (local time) Friday, February 28, 2024.



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#### Join from the meeting link

https://cityofphoenix.webex.com/cityofphoenix/i.php?MTID=mf697be5c28ae120ada38fc6340ae0c8b

#### Join by meeting number

Meeting number (access code): 2632 094 1350

Meeting password: MzUJC3pPu28

Tap to join from a mobile device (attendees only) +1-415-655-0001,,26320941350## US Toll

#### Join by phone

+1-415-655-0001 US Toll Global call-in numbers

#### Join from a video system or application

Dial 26320941350@cityofphoenix.webex.com

You can also dial 173.243.2.68 and enter your meeting number.

#### 9. SCOPE OF WORK:

Offeror will provide professional services that will be in accordance with the Scope of Work requirements set forth in **Section II – Subrecipient Draft Agreement, Exhibit A,** 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.

#### 10. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Offerors must be registered in the City's eProcurement Self-Registration System at <a href="https://www.phoenix.gov/financesite/Pages/EProc-help.aspx">https://www.phoenix.gov/financesite/Pages/EProc-help.aspx</a> 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.



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#### 11. PREPARATION OF OFFER:

- **11.1.**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.
- **11.3.**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.
- 11.4. All time periods stated as a number of days will be calendar days.
- 11.5.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:
  - 11.5.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.
  - 11.5.2. Study and carefully correlate Offeror's knowledge and observations with the solicitation and other related data.
  - 11.5.3. 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.
- 11.6. 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.

#### 12. EXCEPTIONS:

Offeror must not take any exceptions to any terms, conditions or material requirements of this solicitation. Offers submitted with exceptions will 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.

#### 13. 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



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cover page. Inquiries received will then be answered in an addendum and publish any addenda 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.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### **18. SUBMISSION OF OFFER:**

**18.1.**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.



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- **18.2.**Please submit your bid electronically via email to <a href="https://example.com/hsdprocurement@phoenix.gov">hsdprocurement@phoenix.gov</a>. The date and time on the email will provide proof of submission and verification if the bid was received on or prior to the Due Date and Time. Indicate in the body of the email that you are submitting a response to the solicitation.
- **18.3.**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.

#### 19. WITHDRAWAL OF OFFER:

At any time prior to the solicitation due date and time, a 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 will not be considered. Withdrawals may not be made after the proposal due date.

#### 20. 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.

#### 21. PRE-AWARD QUALIFICATIONS:

Upon notification of an award the Offeror will have number business days to submit a complete certificate of insurance in the minimum amounts and the coverages as required in the Insurance Requirements of this solicitation. Insurance requirements are non-negotiable.

#### 22. 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
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation. This includes performance history on past and current



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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.

#### 23. 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 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 anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

#### 24. SOLICITATION TRANSPARENCY POLICY:

- 24.1.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.
- 24.2.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.
- **24.3.**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



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- 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.
- **24.4.**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.
- 24.5. "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 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.

#### 25. PROTEST PROCESS:

- 25.1.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.
- **25.2.**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.
- **25.3.**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.
- 25.4.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
- **25.5.**All protests will be in writing, filed with the Procurement Officer identified in the solicitation, and include the following:



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- 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.

25.6. 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.

#### 26. 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 a 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. A 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 a 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.

#### 27. LATE OFFERS:

Late Offers must be rejected, except for good cause. If a late Offer is submitted, 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.

#### 28. RIGHT TO DISQUALIFY:

The City reserves the right to disqualify any Offeror who fails to provide information or



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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.

#### 29. CONTRACT AWARD:

The City reserves the right to award a contract by individual line items, by group, all or none, or any other combination most advantageous to the City. The City reserves the right to multiple award.

#### 30. 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

#### 31. 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.

#### 32. DETERMINING RESPONSIVENESS AND RESPONSIBILITY

- **32.1.**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.
- **32.2.**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.
- 32.3. 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.



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- 32.4.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.
- 32.5. 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 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.
- **32.6.** 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.

# 33. DETAILED EVALUATION OF OFFERS AND DETERMINATION OF COMPETITIVE RANGE

During deliberations, the Evaluation Panel will reach a consensus score for each evaluation criterion. Scores will then be averaged to ascertain Offerors' final scores. The overall consensus scores will determine the Offerors' rankings and which Offers are within the Competitive Range, when appropriate.

#### 34. OFFERS NOT WITHIN COMPETITIVE RANGE

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

#### 35. DISCUSSIONS WITH OFFERS IN THE COMPETITIVE RANGE

- 35.1. 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.
- **35.2.**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



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- 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).
- **35.3.**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.
- **35.4.**To the fullest extent permitted by law, the City will not provide any information, 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.

## **36.BEST AND FINAL OFFER (BAFO)**

- **36.1.**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.
- **36.2.**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.
- **36.3.**The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- **36.4.**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.



## **SECTION II - DRAFT AGREEMENT**

**CITY OF PHOENIX** 

## **SECTION II – DRAFT AGREEMENT**

## **See Attachment A**



### **SECTION III - SUBMITTALS**

CITY OF PHOENIX

# SECTION III – 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 180 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



#### **SECTION III – SUBMITTALS**

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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) electronic copy of the Submittal Section and all other required documentation via email to <a href="mailto:hsdprocurement@phoenix.gov">hsdprocurement@phoenix.gov</a> by the specified due date and time. Submit each tabbed section in its own PDF file as outlined in Section 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.

#### 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.

	Total Available Points	1,000 points
13.3	Organizational Capacity	<u>200</u> points
13.2	Cost and Fiscal Ability	300 points
13.1	Service Methodology	500 points

#### 14. PROPOSAL SUBMITTAL FORMAT

The electronic offer should be:

- Typewritten for ease of evaluation.
- 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:



#### **SECTION III - SUBMITTALS**

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

#### 15. PROPOSAL SUBMITTAL CONTENT

The proposal shall include the following information and must be submitted in the following sequence. Proposals are limited to a total of 40 single sided pages. Each page must be numbered. The font must be 12-point Arial. Any additional pages submitted by the Offeror beyond the first 40 pages will not be evaluated.

#### 15.1 Tab1 - 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 (500 points)

In this Section, Offeror shall provide the following:

#### Question 1

Provide a detailed description of the case management services you propose to provide at Phoenix Starfish Place. Include at minimum your philosophy for case managing for victims of sex and human trafficking; staffing levels and hours; strategy for supervision; documentation practices; and how performance will be monitored and measured. Include any policies and procedures already in place.

#### Question 2:

Describe how "pre-housing" activities including intake and assessment, housing application assistance; and move-in assistance will be performed. Include timelines and resources necessary. Include any policies and procedures already in place.



#### **SECTION III – SUBMITTALS**

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#### Question 3:

Describe what and how support services will be delivered. Include potential community partners you might work with to augment services. Include letters of commitment for agreements in place should this proposal be selected for award. Include any policies and procedures already in place.

#### Question 4:

Describe your "move-on" strategy and how you will determine when a client may be ready for increased independence. Include how you will support clients as they transition to independence and how you will identify and respond to clients in crisis to avoid recidivism and/or loss of permanent housing.

## 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:

Describe how front-line staff will be supervised and supported in their roles. Include the reporting relationship and level of expertise of the supervisor, and method and frequency of communication.

## **15.3** Tab 3 – Cost and Fiscal Ability (300 points)

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

## Question 7:

Submit a complete and accurate Itemized Service Budget (**Exhibit B**) 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 (200 points).



#### **SECTION III - SUBMITTALS**

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#### Question 8:

Submit a Budget Narrative (**Exhibit B1**) describing each itemized expense in the order it appears in the Itemized Service Budget. The terms dates shall reflect July 1, 2024 – June 30, 2025 (40 points).

 If the program will provide match or leverage, please include this information in the budget narrative.

## Question 9:

Complete and submit the Fiscal Ability Questionnaire (**Exhibit B2**). Submit any supporting documentation if directed based on Offeror's responses in Questionnaire (30 Points).

#### Question 10:

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 (30 Points).

### **15.4 Tab 4 – Organizational Capacity** (200 points)

In this Section, Offeror shall provide a narrative response that addresses the following key points:

#### Question 11:

Submit a brief summary of the organization, including the Mission Statement and experience in providing the proposed services. Include the number of years in providing the proposed services as it relates to the requirements of this solicitation.

#### Question 12:

Describe the organization's experience working with victims of sex and human trafficking and outcomes achieved serving this population.

## Question 13:

Describe the organization's method for collecting and reporting data, outcomes, and performance measures.

## Question 14:

Describe the organization's level of coordination and connectivity with other organizations, community members and stakeholders in the sex and human trafficking field.



#### **SECTION III - SUBMITTALS**

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#### Question 15:

Describe the organization's infrastructure and experience managing federal and local grants.

### 15.5 Tab 5 – Other Required Submittals

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

ATTACHMENT B - CERTIFICATION REGARDING DEBAREMENT

ATTACHMENT C - CONFIDENTIAL INFORMATION FORM

ATTACHMENT D - CONFLICT OF INTEREST AND SOLICTATION TRANSPARENCY FORM

ATTACHMENT E - AUTHORITY TO SIGN DOCUMENTS

ATTACHMENT F - REFERENCES

ATTACHMENT G - PAYMENT TERMS & OPTIONS

ATTACHMENT H - ASSURANCES NON-CONSTRUCTION PROGRAMS

ATTACHMENT I - AFFIDAVIT OF LAWFUL PERSENCE BY MAIL

ATTACHMENT J - PROPOSAL SUBMITTAL AFFIDAVIT

ATTACHMENT K – CERTIFICATION OF ABILITY TO OBTAIN REQUIRED INSURANCE

ATTACHMENT L - OFFER FORM

#### 15.6 Tab 6 – Signed Addenda

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



## **SECTION III – SUBMITTALS**

**CITY OF PHOENIX** 

# Signature(s)

Offeror's Contracting Entity (Legal Name <sup>1</sup> ):  1The successful Offeror must be authorized to transact business in Arizona and be in
<sup>1</sup> The 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.