

**COVID-19 Related Homeless Services
Request for Proposals (RFP)
RFP-21-HSD-41**

Schedule of Events

ACTIVITY (All times are local Phoenix time)	DATE
Issue RFP	April 15, 2021
Virtual Pre-Proposal Meeting	April 21, 2021, from 9 a.m. – 10:30 a.m., via Cisco WebEx. https://cityofphoenix.webex.com/cityofphoenix/onstage/g.php?MTID=e0eb391588e7b5385e76bf31e5e06dfaa
Submittal of Written Questions by 3:00 p.m., Arizona time	April 28, 2021
Responses to Written Questions	May 7, 2021
Proposal Due Date and Time	May 14, 2021 by 3:00 p.m. 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	July 1, 2021

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)
hsdprocurement@phoenix.gov

Are you SBE/DBE certified? For more information go to:
<https://www.phoenix.gov/eod/programs>

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

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SOLICITATION RESPONSE CHECKLIST

CITY OF PHOENIX

SOLICITATION RESPONSE CHECKLIST

Please read before continuing to the proposal document. This list may not include every requirement; the purpose is to assist vendors, but vendors are expected to read and comply with the entire solicitation.

Check off each of the following as the necessary action is completed.

- All forms have been completed and signed, including Solicitation Disclosure form.
- All Submittals are included.
- Reviewed and verified prices offered.
- Checked price extensions and totals.
- Included any required drawings or descriptive literature.
- If required, checked and included the amount of the offer surety.
- Reviewed the insurance requirements, if any, to assure compliance.
- Included the specified number of copies of the offer as indicated in Submittal section.
- Included signed addenda, if any.

E-mailed the response in time – City must receive offers no later than the date and time indicated in the Schedule of Events or addenda.



SECTION I – INSTRUCTIONS

CITY OF PHOENIX

SECTION I – INSTRUCTIONS

RFP PROCESS

1. DESCRIPTION OF NEED:

- 1.1. Pursuant to Chapter II, Section 2, Paragraph (I) of the Phoenix City Charter, the City of Phoenix Human Services Department (HSD) is seeking the consultant services of qualified firms or individuals with the capability to provide homeless services as result of the COVID-19 pandemic for the Human Services Department.

This solicitation makes funding available for any homeless services eligible for **one-time** U.S. Department of Housing and Urban Development (HUD) Emergency Solutions Grants (ESG) funding and services offered must be related to and resulting from the COVID-19 pandemic. Services funded under this Request for Proposal must prevent, prepare for, and respond to coronavirus. The ESG program provides funding to:

- a. Engage homeless individuals and families living on the street;
- b. Improve the number and quality of emergency shelters for homeless individuals and families;
- c. Help operate these shelters;
- d. Provide essential services to shelter residents;
- e. Rapidly re-house homeless individuals and families; and
- f. Prevent families and individuals from becoming homeless.

ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities.

It is the intent of the City of Phoenix to issue multiple awards for the various ESG eligible components. Eligible organizations may propose to provide one or more services supported through the ESG program components and this solicitation. Each service will require a separate proposal. Due to the limited time available for expenditure of these funds, the City does not anticipate that awards will exceed \$2,000,000. **The Offeror must submit justification for amounts in excess of \$2,000,000 in Tab 3 – Cost and Fiscal Ability.**

Services funded under this Request for Proposal will align with the [City of Phoenix Homeless Strategies Plan](#).

1.2. **ESG Program Components:**

1.2.1. **Street Outreach:**

Essential Services necessary to reach out to unsheltered homeless individuals and families, connect them with emergency shelter, housing, or critical services, and provide them with urgent, non-facility-based care. Component services generally consist of engagement, case management, emergency health and mental health services, and transportation. For specific requirements and eligible costs, see 24 CFR 576.101.

1.2.2. **Emergency Shelter:**

Renovation of a building to serve as an emergency shelter. Site must serve homeless persons for at least 3 or 10 years, depending on the cost and type of renovation (major rehabilitation, conversion, or other renovation). Note: Property acquisition and new construction are ineligible. If Subrecipient proposes to perform renovation work, the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u and implementing regulations at 24 CFR part 75 apply except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c). Additionally, environmental review may be required.

Essential Services for individuals and families in emergency shelter. Component services generally consist of case management, child care, 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, and furnishings.

Relocation assistance for persons displaced by a project assisted with ESG funds.

For specific requirements and eligible costs, see 24 CFR 576.102.

1.2.3. **Homelessness Prevention:**

Housing relocation and stabilization services and/or short and/or medium-term rental assistance necessary to prevent the individual or family from moving into an emergency shelter or another place described in paragraph (1) of the "homeless" definition in § 576.2.

Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility

deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirements and eligible costs, see 24 CFR 576.103, 576.105, and 576.106.

1.2.4. **Rapid Re-Housing:**

Housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to help individuals or families living in an emergency shelter or other place described in paragraph (1) of the “homeless” definition move as quickly as possible into permanent housing and achieve stability in that housing.

Component services and assistance generally consist of short-term and medium-term rental assistance, rental arrears, rental application fees, security deposits, advance payment of last month's rent, utility deposits and payments, moving costs, housing search and placement, housing stability case management, mediation, legal services, and credit repair. For specific requirements and eligible costs, see 24 CFR 576.104, 576.105, and 576.106.

1.2.5. **HMIS:**

Grant funds may be used for certain Homeless Management Information System (HMIS) and comparable database costs, as specified at 24 CFR 576.107.

1.2.6. **Administration:**

Up to 10% of a recipient's fiscal year grant can be used for administrative activities, such as general management, oversight, coordination, and reporting on the program. State recipients must share administrative funds with their local government subrecipients and may share administrative funds with their nonprofit subrecipients. For specific requirements and eligible costs, see 24 CFR 576.108.

2. MINIMUM REQUIREMENTS

Pursuant to ESG regulations, Offerors must be a unit of general-purpose local government or private nonprofit organization in order to submit a proposal in response to this Request for Proposal.

Nonprofit is defined as: a private nonprofit organization that is a secular or religious organization described in section 501(c) of the Internal Revenue Code of 1986 and which is exempt from taxation under subtitle A of the Code, has an accounting system and a voluntary board, and practices nondiscrimination in the provision of assistance. A private nonprofit organization does not include a governmental organization, such as a public housing agency or housing finance agency.

3. AGREEMENT TERM AND CONTRACTUAL RELATIONSHIP:

- 3.1. 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.
- 3.2. The language contained in *Section II – Subrecipient Draft 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 negotiations, or to procure a contract for the project(s).
- 3.3. 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, 2021 through June 30, 2022, with one option to extend through September 30, 2022. 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;
 - reaching funding expenditure deadlines; or
 - termination pursuant to the provisions of the Agreement.

4. PRE-PROPOSAL MEETING:

All interested Offerors are strongly encouraged to attend the Pre-Proposal Conference on **Wednesday, April 21, 2021, from 9 – 10:30a.m., via Cisco WebEx**. HSD staff will provide an overview of the RFP process and answer any RFP related questions. This meeting is not mandatory. To access the Pre-Proposal Conference, click the link below to register. Any questions asked during the Pre-Proposal Conference must also be emailed to the Procurement Officer by the submission deadline.

<https://cityofphoenix.webex.com/cityofphoenix/onstage/g.php?MTID=e0eb391588e7b5385e76bf31e5e06dfaa>

An event password **is not** required if attendees click on the “Start Event” option directly from their emailed invitation. Attendees using the WebEx application, or the mobile app will require a password, which is 48347.

For RFP related questions, email hsdprocurement@phoenix.gov. The due date for submission of written questions is **3:00 p.m. (local time) Wednesday, April 28, 2021**.

5. SCOPE OF WORK:

Offeror will provide the component service identified in its offer 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.

6. 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.

7. PREPARATION OF OFFER:

7.1. 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.

7.2. It is permissible to copy Submittal forms if necessary. Erasures, interlineations, or other modifications of your offer must be initialed. 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.

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

7.4. 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:

7.4.1. Consider applicable laws and/or economic conditions that may affect cost, progress, performance, or furnishing of the products or services.

7.4.2. Study and carefully correlate Offeror’s knowledge and observations with the solicitation and other related data.

7.4.3. 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.

7.5. 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.

8. 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.

9. 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.

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**.

The Procurement Officer will answer written inquiries in an addendum and publish any addenda on the Procurement Website.

10. 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.

11. 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.

12. LICENSES:

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.

13. 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.

14. SUBMISSION OF OFFER:

- 14.1.** 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.
- 14.2.** Due to the COVID-19 pandemic, if you plan to respond to this solicitation, 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 Due Date and Time. Please enter the solicitation number on the subject line of the email when submitting your bid. Indicate in the body of the email that you are submitting a response to the solicitation.
- 14.3.** Offers must be submitted electronically via email and the following information should be noted on the subject line:
 - Solicitation Number
 - Solicitation Title

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

16. 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.

17. PRE-AWARD QUALIFICATIONS:

Offeror shall have at least one (1) year experience dealing with the homeless population and federal grants.

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 II – Subrecipient Draft Agreement, Exhibit C Insurance Requirements* of this solicitation. Insurance requirements are non-negotiable.

18. AWARD OF CONTRACT:

Unless otherwise indicated, award(s) will be made to the most responsive, responsible Offeror(s), in each component category based on available funding, 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
- Organization Capacity
- Implementation Plan
- Strategies to Address Homelessness Plan Alignment
- Technical capability of the Offeror to accomplish the scope of work required in the Solicitation; and,
- Demonstrated availability of the necessary manpower (both supervisory and operational personnel) and necessary equipment to accomplish the scope of work in the Solicitation.

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.

A response to a solicitation is an offer to contract with the City based upon the terms, conditions, and specifications contained in the City's solicitation. Proposals do not become contracts until they are executed by the Deputy Finance Director or Department Director. A contract has its inception in the award. All of the terms, conditions and specifications of the procurement contract are contained in the solicitation, *Section II – Subrecipient Draft Agreement*, and in any addendum or contract amendment.

19. 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. The number of contracts awarded will be impacted by the number of proposals received in each component area and the total amount of funding requested.

20. POST AWARD CONFERENCE

After award, the Offeror may be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements.

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 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.

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. **PROPOSERS 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 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.

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, 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. 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.

28. DETERMINING RESPONSIVENESS AND RESPONSIBILITY:

28.1. 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.

28.2. 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.

- 28.3.** 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.
- 28.4.** 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.
- 28.5.** 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.
- 28.6.** 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.

29. 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 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.

30. OFFERS NOT WITHIN THE COMPETITIVE RANGE:

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

31. DISCUSSIONS WITH OFFERORS IN THE COMPETITIVE RANGE:

- 31.1.** 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.

- 31.2.** 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).
- 31.3.** 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.
- 31.4.** 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.

32. BEST AND FINAL OFFERS (BAFO):

- 32.1.** 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.
- 32.2.** 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.
- 32.3.** The Evaluation Panel will recommend the Offer that is the best value and most advantageous to the City based on the evaluation criteria.
- 32.4.** 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 – SUBRECIPIENT DRAFT AGREEMENT

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SECTION II – SUBRECIPIENT DRAFT AGREEMENT

COVID-19 RELATED HOMELESS SERVICES

[Subrecipient Program Name]

AGREEMENT NO.

**Vanessa Quintana, Procurement Officer
Human Services Department
200 W. Washington Street, 18th Floor
602-534-1032
Vanessa.ramirez@phoenix.gov**

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SUBRECIPIENT AGREEMENT FOR COVID-19 RELATED HOMELESS SERVICES

Subrecipient Data Universal Number System (“DUNS”):
CFDA Number and Name:

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

- A. 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 impacted by the COVID-19 pandemic to quickly regain stability in permanent housing after experiencing a housing crisis or homelessness.
- B. The City desires to execute an agreement with Subrecipient to administer homeless services in response to the COVID-19 pandemic as specified in this Agreement.
- C. Subrecipient desires to serve as a sub-awardee of the City to provide homeless services.
- D. Subrecipient desires, and is appropriately qualified, to enter into this Agreement with the City and agrees to deliver the services described herein in accordance with the requirements set forth below.
- E. This Agreement is authorized by the City Council per Ordinance **XXXXX** dated **[Enter date]**.
- F. This Agreement is established in accordance with RFP-21-HSD-41. 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-21-HSD-41.



SECTION II – SUBRECIPIENT DRAFT AGREEMENT

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NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and intending to be legally bound, the City and Subrecipient agree as follows:

1. TERM OF AGREEMENT

This Agreement shall become effective on or about [Enter Date] and shall terminate on [Enter Date], with one option to extend through [Enter Date, if applicable]. The extension option will be based on continuous need and available funding to be exercised at the sole discretion of the City. The obligations of Subrecipient as described herein will survive termination of this Agreement. This Agreement may terminate upon the earliest occurrence of any of the following:

- 1.1. Reaching the end of the term as set forth in Paragraph 1.
- 1.2. Payment of the maximum compensation under Paragraph 3;
- 1.3. Reaching the funding expenditure deadline; or
- 1.4. Termination pursuant to the provisions of this Agreement.

2. SCOPE OF WORK

All work under this Agreement shall be conducted in accordance with:

- Exhibit A – Scope of Work.
- Performance Goals/Data Indicators.
- Reporting Requirements.
- Background Screening Requirements.
- Insurance Requirements.
- Federal Requirements

The Scope of Work may not be amended or supplemented without the prior written consent of the City.

3. FUNDING

Subrecipient acknowledges that all funds to be provided pursuant to this Agreement will be provided from federal ESG funds and Subrecipient agrees to comply with guidelines for applicable federal funding sources as identified herein or as federal guidance may be issued over the course of this Agreement.

3.1. Subject to the terms, covenants and conditions of this Agreement, the City will provide one-time monies to Subrecipient in an amount not to exceed **\$XXXXX** to provide homeless services as described in **Exhibit A – Scope of Work**, attached hereto and incorporated herein by this reference. If there are funds remaining at the termination of this Agreement, those funds shall be returned to the City.

3.2. Subrecipient specifically agrees to be responsible for all sums in excess of the monies allow under the grant as necessary to operate its day-to day operations.



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- 3.3. The City will disburse portions of the monies in such amounts and increments as may be approved by the City to reimburse Subrecipient for expenses reflected in ***Exhibit B – Itemized Service Budget***, attached hereto and incorporated herein by this reference, upon submission by Subrecipient of proper invoices and supporting documentation, as required by the City in its reasonable discretion. The Itemized Service Budget may not be amended or supplemented without the prior written consent of the City.
- 3.4. This Agreement is subject to the availability of federal funds to the City. The City shall promptly notify Subrecipient in writing of any modifications, payments, delays or cancellations of said ESG funding.
- 3.5. Any failure to comply with the approved budget is at the risk of Subrecipient. The City is not required to reimburse Subrecipient for expenditures which were not approved by the City.
- 3.6. Subrecipient must obtain the City's prior written approval before implementing any line item changes in the approved budget.
- 3.7. As applicable, if Subrecipient services are operated in a manner in which recipients of the services are provided services within the same program(s) from another funding stream, Subrecipient shall provide to the City (a) a matrix identifying the shared use of such program services; and (b) a cost-allocation plan which documents and explains how program costs are appropriately charged to each program so as to assure the funds provided hereunder do not subsidize such other program(s). The City has the right to approve such cost allocation plan which must be attached to the annual budget.

4. REQUEST FOR PAYMENT

- 4.1. Subrecipient will submit monthly invoices on or before the 15th calendar day of every month. Each invoice will be accompanied with itemized receipts. Invoices 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 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 of service 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.



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- 4.2. Invoice will be submitted to: hsd.invoices@phoenix.gov.
- 4.3. The City will make payment to Subrecipient of any undisputed amounts within 45 calendar days of the City's approval of a properly completed and documented invoice.
- 4.4. The City reserves the right to request proper supporting documentation of any costs/charges under this Agreement for its oversight and monitoring purposes.
- 4.5. If the City requires additional financial data from Subrecipient to be responsive to any requests from HUD pertaining to ESG funding under this Agreement, Subrecipient will use its best efforts to respond to the City in a timely manner.
- 4.6. **Payment Recoupment.** Subrecipient must reimburse the City upon demand or the City may deduct from future payments the following:
- a. Any amounts received by Subrecipient from the City for services which have been inaccurately reported or are found to be unsubstantiated.
 - b. Any amounts paid by 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.
 - e. Any amounts expended for items or purposes determined unallowable by the City.
 - f. Any amounts paid by the City for which Subrecipient's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by 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.
 - i. Any amounts paid to Subrecipient which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data".
 - j. Any payments made for services rendered before the Agreement begin date or after the Agreement termination date.
- 4.7. **Payment Indemnification.** Subrecipient will 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



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Agreement and will indemnify and save the City harmless for all claims whatsoever out of the lawful demands of such parties. Subrecipient will, at the City's request, furnish satisfactory evidence that all obligations designated above have been paid, discharged or waived.

5. ALLOWABLE COSTS

5.1. Cost Allowability. The City will reimburse Subrecipient promptly for properly documented and allowable costs that are within the line item categories and limits established in the approved budget. Any costs claimed by Subrecipient that exceed applicable line item amounts by more than 10% in the approved budget are unallowable, unless prior written approval to exceed the line item in the budget was obtained from the City pursuant to Paragraph 5.1 of this Section 5. Back up documentation will be required when submitting invoices for reimbursement.

5.2. Subrecipient expressly understands and agrees that the allowability of costs will be determined in accordance with, as applicable, any guidance issued by HUD, the City and 2 CFR Part 200, Subpart E. Subrecipient is liable for payment of any costs incurred by Subrecipient under this Agreement that may be disallowed by the City, or other appropriate federal officials. In this regard, Subrecipient is obligated to remit to the City any funded amounts that were paid pursuant to this Section 4 and used to cover disallowed costs. Any such amounts not remitted within thirty (30) days are subject to offset against future funding obligations by the City.

6. INTERNAL SYSTEMS POLICIES AND PROCEDURES

6.1. Subrecipient will establish and implement systems, written policies and procedures governing personnel, financial management and programmatic management, as set forth in 2 CFR Part 200, as applicable.

6.2. Subrecipient will maintain financial systems in accordance 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. And, as applicable, pursuant to 2 CFR Part 200, to ensure that costs are reasonable and necessary for the ESG program, and funds are not used for expenses unrelated to the performance of this Agreement.

6.3. Further, Subrecipient's financial management systems must include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary.



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- 6.4. Subrecipient’s financial management systems must also be capable of distinguishing expenditures attributable to this Agreement and those not attributable to this Agreement and must be able to identify costs by program year and budget category, as well as distinguishing between direct and indirect costs.

7. AUDITS/RECORDS

- 7.1. The City reserves the right, at reasonable times, to audit Subrecipient’s books and records relative to the performance of service under this Agreement. All records pertaining to this Agreement will be kept on a generally accepted accounting basis for a period of five years following termination of the Agreement.
- 7.2. If, following an audit of this Agreement, the audit discloses the Subrecipient has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Subrecipient will be liable for reimbursement of the reasonable, actual cost of the audit.
- 7.3. The Subrecipient will 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 will be in conformance with the audit requirements of 2 CFR Part 200.501. No ESG funds resulting from this Agreement will be expended for the purpose of an audit without the prior written consent of the City. The decision to provide such consent will be in the sole discretion of the City.

8. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

- 8.1. 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 an employee, agent, or servant of the City.
- 8.2. This Agreement is not intended to constitute, create or 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.
- 8.3. 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,



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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.

9. LEGAL WORKER REQUIREMENTS

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

10. CONFIDENTIALITY AND DATA SECURITY

10.1 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, 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.

10.2 Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must always be secured and protected 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. When personal identifying 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.

10.3 In the event that data collected or obtained by 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



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and, where applicable, the cost of notifying individuals who may be impacted by the breach.

10.4 Subrecipient agrees that the requirements of this Section will be incorporated into all subcontractor/subcontractor agreements entered into by 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.

10.5 The obligations of Subrecipient under this Section shall survive the termination of this Agreement.

11. CONTACTS WITH THIRD PARTIES

11.1 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.

11.2 Subrecipient agrees that the requirements of this Section will be incorporated into all subcontractor agreements entered into by 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.

12. COMPLIANCE WITH LAWS

Subrecipient will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs on Subrecipient, a request for an amendment may be submitted pursuant to this Agreement.

13. AMENDMENTS

Whenever an addition, deletion or alteration to the Services described in **EXHIBIT A SCOPE OF WORK** substantially changes the Scope of Work, 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



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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.

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

15. INTEGRATION

This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto and supersedes all prior understandings, 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. This Agreement does not amend or alter any existing agreements between the City and Subrecipient.

16. 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.

17. TERMINATION FOR CAUSE AND FOR CONVENIENCE

17.1 The City may terminate this Agreement in whole, or from time to time in part, for the City's convenience or the failure of Subrecipient to fulfill the obligations (cause or default) under this Agreement. The City will terminate by delivering to Subrecipient a written Notice of Termination specifying the nature, extent, and



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effective date of the termination. Upon receipt of the notice, Subrecipient must: (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.

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

17.3 If the termination is due to the failure of Subrecipient to fulfill its obligations under the Agreement (cause/default), the City may (1) require 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 the same to completion by agreement or otherwise, and Subrecipient will be liable for any additional cost incurred by the City; and (3) withhold any payments to Subrecipient, or the purpose of set-off or partial payment, as the case may be, of amounts owed by the City to Subrecipient. In the event of termination for cause/default, the City will be liable to Subrecipient for reasonable costs incurred by Subrecipient before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

18. NO ISRAEL BOYCOTT

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

19. RETENTION AND ACCESS TO RECORDS

In addition to the requirements in Section 7 above, the City, HUD, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives will have access to any and all financial and other books, documents, papers and records of the Subrecipient that are pertinent to any activity performed under this Contract as required under 2 CFR 200.333 et seq. (collectively, the "Records") for the purpose of making audits, examinations, excerpts and transcriptions. The Subrecipient will keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and 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 performance and evaluation report. The City's right of access is not limited to the retention period but lasts so long as the Records are retained by Subrecipient. During such period, the Subrecipient also will permit independent auditors access to the Records as necessary to comply with federal audit requirements.



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20. 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 Subrecipient 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 Subrecipient 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 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 or 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



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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 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.

21. DEFENSE AND INDEMNIFICATION

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 Contract. 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 Contract, 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 Contract.

22. COMPLIANCE WITH UNIFORM REQUIREMENTS

Subrecipient will comply with Uniform Administrative Requirements of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements



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for Federal Awards.”

23. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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 Subrecipient, immediately terminate this Agreement if the City determines that 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.

24. NON-PROFIT STATUS AND REPORTING

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 41 - Notices. The audit/returns are due to the City within 30 days from receipt of the certified audit.

25. RELIGIOUS ACTIVITIES

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

26. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

26.1 This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on Subrecipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

26.2 Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

26.3 Subrecipient shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

27. CONFLICTS OF INTEREST

All parties hereto agree to abide by the provisions of 2 CFR Part 200.318, which include (but are not limited to) the following:



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- 27.1.** Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.
- 27.2.** No employee, officer, or agent of Subrecipient shall 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 of interest 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.
- 27.3.** The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of Subrecipient.

The ESG program Conflict of Interest Provisions in 24 CFR 576.404 are applicable to this Agreement.

The City's Conflict of Interest rules are also applicable to this Agreement and the Subrecipient acknowledges the following:

- 27.3.1.** 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.
- 27.3.2.** The City reserves the right to immediately terminate the contract in the event that the City determines that Subrecipient has an actual or apparent conflict of interest.
- 27.3.3.** 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



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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.

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

28. DRUG-FREE WORKPLACE ACT OF 1988

Subrecipient must comply with drug-free workplace requirements consistent with 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).

29. ENERGY EFFICIENCY

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.).

30. INDEBTEDNESS TO INTERNAL REVENUE SERVICE OR OTHER PUBLIC ENTITY

30.1 Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by Subrecipient shall constitute an event of default or breach of this Agreement, unless previously approved by the City in writing, and shall constitute sufficient reason for termination of this Agreement by the City.

30.2 Prior to entering into and during the time period covered by this Agreement, Subrecipient shall disclose any information related to the preceding paragraph. This disclosure requirement shall 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 shall constitute a default.

31. NONDISCRIMINATION

Subrecipient will carry out its responsibilities in compliance with the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (42 USC 2000d), as amended, the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 610107), and the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (19 USC 794) and the Americans with Disabilities Act, and compliance with the requirements of the Architectural Barriers Act of 1968 (42 USC 4151-4157). 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



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participants, applicants and employees, and perform an annual self-evaluation.

32. NATIONAL ORIGIN

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 and Executive Order 13166.

33. HATCH ACT

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.

34. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

Subrecipient agrees to maintain the currency of its information in the federal government's System for Award Management ("SAM") until it receives final payment. Subrecipient agrees to maintain its DUNS number for the same duration.

35. ONLINE SEARCHABLE DATABASES

Subrecipient agrees that prior to employing or contracting with any individual, or contracting with any other entity, to provide services hereunder, Subrecipient agrees to review online searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the Excluded Parties List in the System for Award Management Database operated by the General Services Administration ("GSA").

36. HUMAN TRAFFICKING

Subrecipient agrees to follow the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104) and ensure that it and none of its employees engage in server forms of trafficking in persons, procure commercial sex acts during the subaward term, used forced labor in the performance of your obligations under this Agreement. Subrecipient agrees to notify the City immediately once it has information from any source alleging a violation of this Section.

37. ASSIGNMENT

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

38. INSURANCE

Subrecipient will comply with the insurance requirements set forth in **Exhibit C**.



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39. BACKGROUND CHECKS

Subrecipient will comply with the background check requirements set forth in *Exhibit D*.

40. 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 his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of 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.
- b. Each contractor 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.
- c. 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, Subrecipient shall 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.

41. NOTICES

41.1 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



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Subrecipient
Address
City, State Zip Code
Phone:
Email:

If to City:

Deputy Human Services Director
City of Phoenix Human Services Department
Homeless Services Division
200 W. Washington Street, 18th Floor
Phoenix, AZ 85003-1611
Phone:
Email:

41.2 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 receive.

41.3 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.

42. CLAIMS OR DEMANDS AGAINST THE CITY:

42.1 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.

42.2 Moreover, nothing in this Agreement will constitute a dispute resolution process, an administrative claims process, or contractual term as used in Arizona Revised



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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).

43. CONTINUATION DURING DISPUTES

43.1 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.

43.2 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.

44. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND DISADVANTAGED BUSINESS ENTERPRISES

44.1 Pursuant to national and City policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, 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 shall must include the following:

- (1) Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- (2) Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- (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.
- (4) Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- (5) Use the services and assistance of the Small Business Administration and



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the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.

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

(7) Include affirmative steps, one through six in any subcontract.

45. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

- a. This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- b. The Subrecipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c. The Subrecipient will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

46. CONFIDENTIALITY AND DATA SECURITY

- (a) 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 200.82, 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.
- (b) 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 service to any third person without the prior written consent of the City Manager or his/her designee.
- (c) Personal identifying information, financial account information, protected health information, or restricted City information, whether electronic format or hard copy,



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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, handheld devices, networking devices, removable storage devices, or other electronic media, as well as data in transit, such as during email or file transfer.

- (d) When personal identifying information, financial account information, protected health 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.
- (e) In the event that data collected or obtained by the Subrecipient in connection with this Agreement is suspected to have been compromised, Subrecipient will notify the City immediately. Subrecipient agrees to reimburse the City for any costs incurred by the City to investigate and respond to potential breaches of this data, including, where applicable, the cost of notifying individuals who may be impacted by the breach, attorneys' fees, and for any monetary damages or penalties the City is assessed.
- (f) 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. The obligations of Subrecipient under this Section will survive the termination of this Agreement.



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IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed.

CITY OF PHOENIX, a municipal corporation
Ed Zuercher, City Manager

MARCHELLE F. FRANKLIN
HUMAN SERVICES DIRECTOR

ATTEST:

City Clerk

APPROVED AS TO FORM:
Cris Meyer, City Attorney

By: _____
Heidi Gilbert
Assistant Chief Counsel

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

Signature

Printed Name

Title

Date



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EXHIBIT A – SCOPE OF WORK COVID-19 RELATED HOMELESS SERVICES

1. BACKGROUND

Funding will be used to prevent, prepare for, and mitigate the effects of the coronavirus pandemic among individuals and/or families experiencing homelessness who are at greater risk of exposure and susceptibility; and to support additional homeless assistance and prevention activities to alleviate the impacts of COVID-19 within the community.

2. OBJECTIVE

- 2.1. The City of Phoenix seeks to contract for services for individuals and/or families experiencing homelessness, according to US Department of Housing and Urban Development's literal definition of homelessness, in providing any services under the Emergency Solutions Grant (ESG) expenditure guidelines including: Street Outreach, Emergency Shelter, Rapid Rehousing, Homelessness Prevention, Data Collection, and/or Administration. In doing so, the City of Phoenix seeks to end an individual's homelessness through outreach and case management services, housing stabilization, and the eventual provision of a pathway to permanent housing while simultaneously adhering to Center for Disease Control recommendations to prioritize efforts for vulnerable individuals due to the COVID-19 pandemic
- 2.2. Upon execution of this contract, Contractor must describe the process by which they will identify eligible participants within the City of Phoenix, 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.
- 2.3. The ESG program provides funding to:
 - i. Engage homeless individuals and families living on the street;
 - ii. Improve the number and quality of emergency shelters for homeless individuals and families;
 - iii. Help operate these shelters;
 - iv. Provide essential services to shelter residents;
 - v. Rapidly re-house homeless individuals and families; and
 - vi. Prevent families and individuals from becoming homeless

ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and Homeless



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Management Information Systems (HMIS); as well as administrative activities (up to 10% of a recipient's allocation can be used for administrative activities).

3. SCOPE OF WORK

3.1. Participant Eligibility

- 3.1.1. Eligible program participants: vulnerable individuals within the City of Phoenix, who meet the criteria under paragraph (1) of the "homeless" definition in 24 CFR 576.2 or who meet the criteria under paragraph (4) of the "homeless" definition and live in an emergency shelter or other place described in paragraph (1) of the "homeless" definition.
- 3.1.2. Eligible program participants who participate in the program must be housed within the City of Phoenix if City of Phoenix vouchers, rapid rehousing, or other diversion funding is being utilized for their housing placement upon exit from the program.

3.2. Beneficiary Eligibility

The minimum eligibility criteria for ESG beneficiaries are as follows: For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under § 576.2. For emergency shelter, beneficiaries must meet the "homeless" definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter (which could include a day shelter). For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103. For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

3.3. Eligible ESG Program Components

3.3.1. Street Outreach

Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible costs include engagement, case management, emergency health and mental health services, transportation, and services for special populations. See 24 CFR 576.101.

3.3.2. Emergency Shelter

Renovation, including major rehabilitation or conversion, of a building to serve as an emergency shelter. The emergency shelter must be owned by a government entity or private nonprofit organization. The shelter must serve homeless persons for at least 3 to 10 years, depending on



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the type of renovation and the value of the building. Note: Property acquisition and new construction are ineligible ESG activities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 USC 1701u and implementing regulations at 24 CFR part 75 apply except that homeless individuals have priority over other Section 3 residents in accordance with 24 CFR 576.405(c). Additionally, environmental review is required.

Essential Services, including case management, child care, education services, employment assistance and job training, outpatient health services, legal services, life skills training, mental health services, substance abuse treatment services, transportation, and services for special populations.

Shelter Operations, including maintenance, rent, repair, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

See 24 CFR 576.102.

3.3.3. **Homeless Prevention**

Housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in paragraph (1) of the homeless definition. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing.

Eligible costs include:

- Rental Assistance: rental assistance and rental arrears
- Financial assistance: rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
- Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair
- See 24 CFR 576.103.



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3.3.4. Rapid Rehousing

Housing relocation and stabilization services and/or short-and/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing.

Eligible costs include:

- Rental Assistance: rental assistance and rental arrears
- Financial Assistance: rental application fees, security and utility deposits, utility payments, last month's rent, moving costs
- Services: housing search and placement, housing stability case management, landlord-tenant mediation, tenant legal services, credit repair
- See 24 CFR 576.104

3.3.5. Data Collection (HMIS)

ESG funds may be used to pay for the costs of participating in and contributing to the HMIS designated by the Continuum of Care for the area. More information about using an HMIS is available on the HMIS page.

See 24 CFR 576.107.

3.3.6. Administration

Up to 10 percent of a recipient's allocation can be used for Administrative activities. These include general management, oversight, and coordination; reporting on the program; the costs of providing training on ESG requirements and attending HUD-sponsored ESG trainings; the costs of preparing and amending the ESG and homelessness-related sections of the Consolidated Plan, Annual Action Plan, and CAPER; and the costs of carrying out environmental review responsibilities.

State recipients must share administrative funds with their subrecipients that are local governments and may share administrative funds with their subrecipients that are nonprofit organizations.

4. PROGRAM REQUIREMENTS

The Subrecipient shall:

- 4.1. Adhere the US Department of Housing and Urban Development's Code of Federal Regulations (CFR) related to the approved Emergency Solutions Grant eligible service and corresponding cost.



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- 4.2. Be required to comply with Coordinated Entry protocol, policies and procedures approved by the Continuum of Care (CoC) Governing Board.
- 4.3. Maintain a policy manual that includes: program mission and goals, shelter policy and procedures; population served; case management policy and procedures; non-discrimination policy; fingerprinting procedure; confidentiality statement; and client termination policies.
- 4.4. Complete COVID-19 HMIS Screening assessment on all clients prior to admission to shelter.
- 4.5. Provide written policies and procedures for if a client displays symptoms and/or tests positive for COVID-19.

5. STANDARDS

The Contractor shall be required to affect qualitative and quantitative outcome measures with respect to its target populations and corresponding ESG program component requirements on a monthly, quarterly, and annual basis.

6. PERFORMANCE GOALS AND OUTCOMES

Performance goals and outcomes will vary based on the type of services being offered by the Subrecipient. Prior to the execution of this Contract, the City and Subrecipient will collaborate in developing performance goals and outcomes based on the type of service the Subrecipient will provide. These performance goals and outcomes will align with the City's Homeless Strategic Plan and ESG funding guidelines.

7. SUBRECIPIENT'S REQUIREMENTS AND QUALIFICATIONS

The Subrecipient shall be required to meet applicable performance measures, as approved by the CoC, which will be monitored through the submission of monthly reports.

8. SUBRECIPIENTS RESPONSIBILITIES

The Subrecipient 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

The City shall:

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



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- 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. REPORTING REQUIREMENTS

Contractor will submit a monthly payment request, supporting documentation, and program reports via email to: Liz.Duncan@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 Entry/Exit Report
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Fiscal and programmatic desktop monitoring of subcontractor(s), including any compliance issues and a plan to resolve within 30 days of the review

Contractor will conduct yearly subcontractor performance monitoring by June 30th to ensure compliance with administrative requirements.

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.

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.

11. SUBRECIPIENT'S SERVICE METHODOLOGY

Subrecipient's Service Methodology in response to RFP-21-HSD-41 can be found hereto as **Exhibit F**.

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EXHIBIT B – ITEMIZED SERVICE BUDGET

Subrecipient's approved ISB will be inserted prior to execution of this Contract.



EXHIBIT C – INSURANCE REQUIREMENTS

1. 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 Contract.

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 Contract by the Subrecipient, its agents, representatives, employees or subcontractors and Subrecipient may purchase additional insurance as they determine necessary.

A. MINIMUM 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 minimum liability requirements provided that the coverage is written on a “following form” basis.

- 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.

1.1.1. 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



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arising out of the activities performed by, or on behalf of the Subrecipient related to this Contract.

- 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.

1.1.2. Automobile Liability (if applicable)

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

Combined Single Limit (CSL)	\$1,000,000
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- The policy must be endorsed to include the City of Phoenix as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Subrecipient, relating to this Contract.
- 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.

1.1.3. 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.



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- 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 Contract.
- Subrecipient warrants that any retroactive date under the policy must precede the effective date of this Contract; 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 Contract is completed.

1.2. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Contract, the Subrecipient must provide to the City, within 5 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, or hand delivered to **(City of Phoenix Human Service Department, Attention: Procurement Section, 200 W. Washington St. 18th Floor, Phoenix, AZ 85003; hsdprocurement@phoenix.gov).**

1.3. 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 required minimum insurer rating is sufficient to protect the Subrecipient from potential insurer insolvency.

1.4. VERIFICATION OF COVERAGE: Subrecipient must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. 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 Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain



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the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

- 1.5. **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 contract, 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 Contract'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 Contract.
- 1.6. **APPROVAL:** Any modification or variation from the insurance coverages and conditions in this Contract must be documented by an executed contract amendment.



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EXHIBIT D – SUBRECIPIENT CERTIFICATE OF INSURANCE

Subrecipient's Certificate of Insurance will be inserted prior to execution of this Contract.



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EXHIBIT E – BACKGROUND SCREENING REQUIREMENTS

1. SUBRECIPIENT WORKER BACKGROUND SCREENING

- 1.1. Subrecipient agrees that all Subrecipient workers and subcontractors (collectively “Subrecipient 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.
- 1.2. 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.

2. 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 **<FILL IN> 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.

2.1. Standard Risk Level

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

- require a badge or key for access to City facilities; or
- allow any access to sensitive, confidential records, personal identifying information or restricted City information; or
- 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



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misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Subrecipient Worker has lived at any time in the preceding seven (7) years from the Subrecipient Worker's proposed date of hire.

2.2. Maximum Risk Level

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

- Include working directly with vulnerable adults or children, (under age 18); or
- 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
- Have unescorted access to City data centers, money rooms, high-valve equipment rooms; or critical infrastructure sites/facilities; or
- Have access to private residences; or
- Have direct or remote access to Criminal Justice Information Systems (CJIS) infrastructure.

The background screening for 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 Subrecipient 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.

Fingerprint verification is required when the Subrecipient Worker is working directly with children or vulnerable adults. A current Department of Public Safety (DPS) Administration Level One 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.

- ### 3. 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,



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dependent on scope; (d) engaging in whatever due diligence is necessary to make the decision on whether to disqualify an Subrecipient Worker; and (e) submitting the list of qualified Subrecipient 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 Subrecipient Worker should be disqualified. The Subrecipient will evaluate the Subrecipient 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 Subrecipient Worker is final. The City's final documented decision will be an "approve" or "deny" for identified Subrecipient 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 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.

- 4. TERMS OF THIS SECTION APPLICABLE TO ALL SUBRECIPIENT'S CONTRACTS AND SUBCONTRACTS:** Subrecipient will include terms of this section for Contract Worker background screening in all contracts and subcontracts for services furnished under this Agreement.
- 5. 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 contract. 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



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disqualifications of a Subrecipient 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 Contract or Subrecipient’s failure to comply with this section. Therefore, Subrecipient and its Subrecipient Workers will take any reasonable, prudent and necessary measures to preserve and protect public health, safety and welfare when providing services under this Contract.

- 6. CONTINUING DUTY; AUDIT:** Subrecipient’s obligations and requirements that Subrecipient 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 Subrecipient 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 7.

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EXHIBIT F – SUBRECIPIENT’S SERVICE METHODOLOGY

Successful proposer’s Service Methodology to be added before execution of this Contract.



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 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.



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10. The contents of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.
11. To the best of the 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. Due to the limited time available for expenditure of these funds, the City does not anticipate that awards will exceed \$2,000,000. **The Offeror must submit justification for amounts in excess of \$2,000,000 in Tab 3 – Cost and Fiscal Ability.**
- 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 opening date, and is irrevocable unless it is in the City's best interest to release offer(s).
- 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. HOW TO SUBMIT ELECTRONICALLY

- Step 1:** Put together your proposal documents in PDF format. Submit each tabbed section in its own PDF file as outlined in Section 15 below.
- Step 2:** Enter hsdprocurement@phoenix.gov in the "To" field.
- Step 3:** Enter the Solicitation Title and Number and your company name in the "Subject" field
- Step 4:** Include in the body of the email that you are submitting in response to the identified solicitation.
- Step 5:** Attach all applicable documents for your submission.
- Step 6:** Click "Send." Once submitted, the submission will be deemed a complete submission.

14. 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



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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.

14.1. Service Methodology	200 Points
14.2. Cost and Fiscal Ability	300 Points
14.3. Organizational Capacity	200 points
14.4. Implementation Plan	100 Points
14.5. Strategies to Address Homelessness Plan Alignment	<u>200 Points</u>
TOTAL AVAILABLE POINTS:	1,000 Points

15. 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 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	Strategies to Address Homelessness Plan Alignment
Tab 7	Other Required Submittals
Tab 8	Signed Addenda
Tab 9	Optional Additional Information; i.e. brochures company information, etc.

16. PROPOSAL SUBMITTAL CONTENT

The proposal shall include the following information and must be submitted in the following sequence.

16.1. Tab 1 – General Information

In this Section, Offeror shall provide following information:

- Full company name, address, phone number, and the name and email address of your contact person for the proposal. Do not include additional information.
- Certificate, copy of web-page, or other documentation from the



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Secretary of State in which your firm is incorporated that shows your firm's legal name as a company.

16.2. Tab 2 – Service Methodology (200 points)

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

Question 1 (70 points maximum)

Provide a description of the service the Offeror proposes to provide as defined in the Scope of Work in this solicitation. Identify any specific population (senior, unaccompanied youth, LGBTQ, veteran, etc.) that will be served by this project. The description of the service shall address how the Offeror will plan, prepare for, and respond to the national COVID-19 pandemic. Include who will be responsible for performing the requirements as described in the Scope of Work and how it will be performed. Indicate which ESG program component the offered services are applicable to. Services will need to reflect **one-time** COVID-19 ESG funding.

Question 2 (30 points maximum)

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

Question 3 (20 points maximum)

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 4 (20 points maximum)

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 5 (30 points maximum)

Provide a description of how performance will be measured and monitored. Possible 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



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the service delivery to partnering providers.

Question 6 (30 points maximum)

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.

16.3. Tab 3 – Cost and Fiscal Ability (300 points)

In this Section, Offeror shall provide the following:

Question 7 (150 points maximum)

Submit a complete and accurate Itemized Service Budget (**Attachment 1**) for ESG eligible components 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.

Question 8 (50 points maximum)

Complete and submit **Attachment 2 – Budget Narrative**, describing each itemized expense in the order it appears in the Itemized Service Budget.

Question 9 (50 points maximum)

Complete and submit **Attachment 3 – Fiscal Ability Questionnaire**.

Question 10 (50 points maximum)

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.

Question 11 (No point value)

If applicable, provide justification for amounts in excess of the \$2,000,000 threshold.

16.4. Tab 4 – Organizational Capacity (200 points)

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

Question 12 (40 points maximum)

Submit a brief summary of your organization, including the Mission Statement



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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 (40 points maximum)

Describe outcomes achieved serving the specific population Offeror is proposing to serve.

Question 14 (40 points maximum)

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

Question 15 (40 points maximum)

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

Question 16 (40 points maximum)

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

16.5. Tab 5 – Implementation Plan (100 points maximum)

In this Section, Offeror shall 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 on July 1, 2021 and ending on June 30, 2022.

16.6. Tab 6 – Strategies to Address Homelessness Plan Alignment (200 points maximum)

In this Section, Offeror shall provide a narrative response that addresses how the proposed services relate to the City of Phoenix's Strategic Homeless Plan. **For each response below, provide the Section and page number of the City's Strategies to Address Homeless Plan in which your response addresses.**

Question 17 (70 points maximum)

Describe the Offeror's proposed services and how it addresses the city of Phoenix, Strategies to Address Homelessness Plan.

Question 18 (70 points maximum)

Describe the Offeror's experience working with individuals with mental health or substance abuse disorders and how it relates to Offeror's proposed services.



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Question 19 (20 points maximum)

Describe the Offeror's regional approach to address homelessness.

Question 20 (40 points maximum)

Describe how the Offeror's proposed services have a community connection in working with the neighborhoods to reduce the impact of homelessness, including those who are experiencing homelessness.

16.7. Tab 7 – Other Required Submittals

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

- a) Signed Signature page (page 66)
- b) Attachment 4 – Payment Terms & Options
- c) Attachment 5 – Emergency 24-Hour Service
- d) Attachment 6 – Signed Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusions
- e) Attachment 7 – Signed Confidential Information Form
- f) Attachment 8 – References
- g) Attachment 9 – Signed Offer Form
- h) Attachment 10 - Signed Solicitation Conflict & Transparency Disclosure Form
- i) Attachment 11 – Signed Affidavit of Lawful Presence
- j) Attachment 12 – Signed SF424B Assurances Non-Construction Programs

16.8. Tab 8 – Signed Addenda

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

16.9. Tab 9 – Optional Additional Information; i.e. brochures, flyers, etc.

In this optional Section, Offeror may provide additional information, i.e. brochures, flyers, company fact sheets, etc. that will provide additional insight to the services Offeror is offering to provide to the City, and that has not already been requested as part of the solicitation requirements.

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.*