

**ATTACHMENT 3
FISCAL ABILITY QUESTIONNAIRE**

1. Please check the type of organization:
 - Non-Profit (501(c)(3))
 - Other Non-Profit _____
 - Government Entity
 - Sole Proprietorship
 - Partnership
 - Corporation
 - Other _____ If non-profit is checked, what year was it incorporated as a 501(c)3?

 2. If you checked Non-Profit 501(c)(3), which section was your organization qualified under per your Internal Revenue Service Determination Letter?
 - 509(a)(1)
 - 509(a)(2)
 - 509(a)(3)
 - 509(a)(4)
-

Administrative

In accordance with the administrative requirements of this contract, please respond to the following:

1. Does your agency maintain a manual regarding **Human Resources** policies and procedures?
 - Yes
 - No

If answer is yes, when was it last updated? _____

- If yes, does the **Human Resources Manual** contain at a minimum?
 - Policies that require records to contain an employee's application for employment, job title and description, hire and termination date, salary/wage rates, performance appraisals, and effective dates of personnel actions affecting any of these items?
 - Yes
 - No
 - Policies that require proper time and attendance records for employees maintained to support all salaries and wages paid?
 - Yes
 - No
 - Policies that require the agency utilize a formal process that an employee's leave time be earned and taken?
 - Yes
 - No

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2. Does your agency maintain a manual regarding a **Procurement** policies and procedures?
- Yes
 - No

If yes, when was it last updated? _____

If yes, does the **Procurement Manual** contain at a minimum?

- Limits by which a formal bidding process must be used for goods or services purchased with contract dollars?
 - Yes
 - No
- Code of Conduct that addresses Conflicts of Interest as it relates to procurement?
 - Yes
 - No
- Requirements that staff who expend contract dollars be familiar with these procedures?
 - Yes
 - No

Financial

In accordance with Code of Federal Regulations 2 CFR 200, please respond to the following:

1. If awarded a contract, does your organization have sufficient funds to meet obligations while awaiting reimbursement from the City of Phoenix Human Services Department?
 - Yes
 - No
2. Has your organization gone through a bankruptcy?
 - Yes
 - No
3. Have any contracts ever been terminated for default or non-performance?
 - Yes
 - No

If yes, please explain.

4. Has your organization ever been debarred from contracting?
 - Yes
 - No
5. Are there any lawsuits, judgments, liens, tax deficiencies, or claims pending against your organization?
 - Yes
 - No

6. Does the amount your organization receives from all Federal sources, warrant that an Annual Single Audit in accordance with A-133 be performed?
- Yes
 - No

If yes, what is the date of the most recent completed single audit?

7. Does your organization have a "Cost Allocation Plan"? This is the tool used to determine how specific costs are distributed and charged across one or more funding sources.
- Yes
 - No

If yes, please attach.

-
8. Does your organization maintain a manual regarding **Financial** policies and procedures?
- Yes
 - No

If yes, when was it last updated? _____

If yes, does the **Financial Manual** contain at a minimum?

(A) Minimum Accounting Standards such as:

- Maintaining separate accounts for each grant or contract?
 - Yes
 - No
- Supporting entries to general or subsidiary ledgers by keeping original books of entry such as cash disbursement journals or cancelled checks?
 - Yes
 - No
- Maintaining adequate supporting documentation for all contract expenditures, including copies of invoices, statements, sales tickets, billings for services, deposit slips, lease/rental agreements, mortgages, and/or any other documentation that, in any way, affect contract expenditures.
 - Yes
 - No
- Tracking contract expenditures against the approved budget amount within the approved period.
 - Yes
 - No

(B) Minimum Cash Management Standards such as

- Identifying first and second signature authority for cash disbursements by maintaining current memo on file
 - Yes
 - No

- Controlling use of checks to prevent misuse?
 - Yes
 - No

- Separating responsibilities of staff who initiate purchases versus staff who approve vendor invoices and/or sign checks
 - Yes
 - No

- Reconciling bank account statements at least once a month.
 - Yes
 - No

(C) Minimum Payroll Standards such as:

- Requiring written authorizations when:
 - New employees are added
 - Existing employees have changes in rates of pay
 - Existing employees are removed from payroll
 - Employees' payroll deductions
 - Accounting distributions set up of employees' payroll costs
 - Payroll time sheets prior to paying employee

- Maintaining Payroll registers, labor distribution reports, and payroll master control reports.
 - Yes
 - No



**ATTACHMENT 4
PAYMENT TERMS & OPTIONS**

CITY OF PHOENIX

PAYMENT TERMS & OPTIONS: Vendors must choose an option, if a box is not checked, the City will default to 0% - net 45 days:

- Contractor offers a prompt payment discount of either ____% 30 days or 0% 45 days to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, the default is 0%, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. **Payment terms offering a discount will not be considered in the price evaluation of your offer.**

- Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City's servicing bank ("Bank"). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.



**ATTACHMENT 5
EMERGENCY TWENTY-FOUR HOUR SERVICE**

CITY OF PHOENIX

EMERGENCY 24-HOUR SERVICE: Emergency 24-hour service is to be provided by Contractor at no additional cost. The Contractor will provide an emergency contact person, with phone number, who is authorized to release material to the City of Phoenix during non-business hours, in the event of an emergency repair requirement. Any changes in contacts must be promptly submitted to the City.

Name _____

Telephone Number _____

Alternate Contact _____

Telephone Number _____



**ATTACHMENT 6
CERTIFICATION REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND
VOLUNTARY EXCLUSION**

CITY OF PHOENIX

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION:**

Offeror certifies, by submission of this Offer and certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Offeror is unable to certify to any of the statements in this certification, such participant must attach an explanation to this solicitation.

OFFEROR CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. 3801 ET SEQ. ARE APPLICABLE THERETO.

Authorized Official:

Title of Authorized Official:

Date:



**ATTACHMENT 7
CONFIDENTIAL INFORMATION FORM**

CITY OF PHOENIX

CONFIDENTIAL INFORMATION FORM

By checking this box, the Offeror acknowledges that they are not providing any information they declare to be confidential or proprietary.

If Offeror has submitted any information they declare to be confidential or proprietary, please describe below.

Page Title	Confidentiality and Proprietary Information

Note: use additional pages as necessary.

Print Name

Title

Authorized Signature

Date



**ATTACHMENT 8
REFERENCES**

CITY OF PHOENIX

Provide five (5) references you have provided similar services for in the past two (2) years. Include name, contact information, type of service(s) and dates of service. Do not use the City of Phoenix as a reference.

REFERENCE 1			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 2			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			
REFERENCE 3			
Organization:			
Address:			
City:	State:	ZIP Code:	
Contact:		Contact Title:	
Contact Phone Number:		Contact Email Address:	
Brief Description of Services Provided:			
Dates of Service:			



**ATTACHMENT 9
OFFER FORM**

CITY OF PHOENIX

TO THE CITY OF PHOENIX - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of solicitation and any written exceptions in the offer.

Arizona Sales Tax No. _____
Use Tax No. for Out-of-State Suppliers _____
City of Phoenix Sales Tax No. _____
Arizona Corporation Commission File No. _____

Taxpayer's Federal Identification No.: If recommended for contract award, Bidder agrees to provide its federal taxpayer identification number or as applicable its social security number to the City of Phoenix for the purposes of reporting to appropriate taxing authorities, monies paid by the City of Phoenix under the awarded contract. If the Bidder provides its social security number, the City will only share this number with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.

Enter City's Registration System ID Number
Located at City's eProcurement website (see SECTION I
- INSTRUCTIONS - CITY'S REGISTRATION)

Offeror has read, understands, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror certifies that the prices offered were independently developed without consultation with any other Offeror or potential Offerors.

Authorized Signature

Date

(LLC, Inc., Sole Proprietor)

Printed Name and Title
(Member, Manager, President)

Address _____
City, State and Zip Code _____
Telephone Number _____
Company's Fax Number _____
Company's Toll Free # _____
Email Address _____



**ATTACHMENT 10
CONFLICT OF INTEREST AND SOLICITATION
TRANSPARENCY FORM**

CITY OF PHOENIX

This form must be signed and submitted to the City and all questions must be answered or your submittal may be considered non-responsive.

1. Name of person submitting this disclosure form.			
First	MI	Last	Suffix
2. Contract Information			
Solicitation # or Name: RFP-21-HSD-41 COVID-Related Homeless Services			
3. Name of individual(s) or entity(ies) seeking a contract with the City (i.e. parties to the Contract)			
4. List any individuals(s) or entity(ies) that are owners, partners, parent, sublessees, joint venture, or subsidiaries of the individual or entity listed in Question 3. Please include all Board members, executive committee members and officers for each entry. If not applicable, indicate N/A.			
5. List any individuals or entities that will be subcontractors on this contract or indicate N/A.			
<input type="checkbox"/> Subcontractors may be retained, but not known as of the time of this submission.			
<input type="checkbox"/> List of subcontracts, including the name of the owner(s) and business name:			
6. List any attorney, lobbyist, or consultant retained by any individuals listed in Questions 3, 4, or 5 to assist in the proposal or seeking the resulting contract. If none, indicate N/A.			



**ATTACHMENT 10
CONFLICT OF INTEREST AND SOLICITATION
TRANSPARENCY FORM**

CITY OF PHOENIX

7. Disclosure of Conflict of Interest:

A. City Code Section 43-34

Are you aware of any fact(s) with regard to this solicitation or resulting contract that would raise a “conflict of interest” issue under City Code Section 43-34?

“An elected City official or a City employee shall not represent any person or business for compensation before the City regarding any part of a procurement, including any resulting contract, if during the time the elected official is or was in office or the employee is or was employed by the City such elected official or employee played a material or significant role in the development of the solicitation, any other part of the procurement, or the contract award.”

- I am not aware of any conflict(s) of interest under City Code Section 43-34.
- I am aware of the following potential or actual conflict(s) of interest:

B. ARS Sections 38-501 et. Seq. & City Charter Chapter 11

State law and the Phoenix City Charter and Code prohibit public officers or employees, their close relatives, and any businesses they, or their relatives, own from (1) representing before the City any person or business for compensation, (2) doing business with the City by any means other than through a formal procurement, and (3) doing business with the City without disclosing that the person has an interest in the contract. This prohibition extends to subcontracts on City contracts and also applies to parent, subsidiary, or partner businesses owned by a public officer or employee. See A.R.S. Sections 38-501 through 38-511, for more information (City Charter, Chapter 11, applies the state conflict-of-interest law to City employees).

Please note that any contract in place at the time a person becomes a public officer or employee may remain in effect. But the contract may not be amended, extended, modified, or changed in any manner during the officer’s or employee’s city service without following city administrative regulations.

Are you aware of any fact(s) with regard to this contract that would raise a “conflict of interest” issue under A.R.S. Sections 38-501 through 38-511 (See Arizona Revised Statutes regarding conflict of interest at www.azleg.gov).

- I am not aware of any conflict(s) of interest under Arizona Revised Statutes Sections 38-501 through 38-511.
- I am aware of the following conflict(s) of interest:



**ATTACHMENT 10
CONFLICT OF INTEREST AND SOLICITATION
TRANSPARENCY FORM**

CITY OF PHOENIX

8. Acknowledgements

A. Solicitation Transparency Policy – No Contact with City Officials or Staff During Evaluation

- I understand that a person or entity who seeks or applies for a city contract, or any other person acting on behalf of that person or entity, is prohibited from contacting city officials and employees regarding the contract after a solicitation has been posted.

- This “no-contact” provision only concludes when the contract is awarded at a City Council meeting. If contact is required with City official or employees, the contact will take place in accordance with procedures by the City. Violation of this prohibited contacts provision, set out in City Code Sections 2-190.4 and 43-36, by respondents, or their agents, will lead to **disqualification**.

B. Fraud Prevention and Reporting Policy

- I acknowledge that the City has a fraud prevention and reporting policy and takes fraud seriously. I will report fraud, suspicion of fraud, or any other inappropriate action to: telephone no. 602-261-8999 or 602-534-5500 (TDD); or aud.integrity.line@phoenix.gov.

The purpose of the fraud policy is to maintain the City's high ethical standards. The policy includes a way for our business partners to report wrongdoing or bad behavior. Suspected fraud should be reported immediately to the Phoenix Integrity Line. The City has adopted a zero-tolerance policy regarding fraud.

OATH

I affirm that the statements contained in this form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Should any of the answers to the above questions change during the course of the contract, particularly as it relates to any changes in ownership, applicant agrees to update this form with the new information within 30 days of such changes. Failure to do so may be deemed a breach of contract.

PRINT NAME

TITLE

SIGNATURE

DATE

COMPANY (CORPORATION, LLC, ETC.) NAME and DBA



**ATTACHMENT 11
AFFIDAVIT OF LAWFUL PRESENCE BY MAIL
(ENGLISH)**

CITY OF PHOENIX

Your completion of this form is required by Arizona state law. A.R.S. §§ 1-501 and -502.

I, _____ (print full name exactly as on document), hereby affirm, upon penalty of perjury, that I have made a true and accurate copy of the document checked below, that I have attached that copy to this Affidavit for purposes of mailing both documents to the City, that I am lawfully present in the United States, and that I am the person stated on the document. *(select one category only)*

- Arizona driver license issued after 1996.
Print first four numbers/letters from license:
- Arizona non-operating identification license.
Print first four numbers/letters:
- Birth certificate or delayed birth certificate issued in any state, territory or possession of the United States.
Year of birth: _____; Place of birth: _____
- United States Certificate of Birth Abroad.
Year of birth: _____; Place of birth: _____
- United States Passport.
Print first four numbers/letters on Passport:
- Foreign Passport with United States Visa.
Print first four numbers/letters on Passport:
Print first four numbers/letters on Visa:
- I-94 Form with a photograph.
Print first four numbers on I-94:
- USCIS Employment Authorization Document
Print first four numbers/letters on EAD: (EAD).
or Perm. Resident Card (acceptable alternative):
- Refugee Travel Document.
Date of issuance: _____; Refugee country: _____
- U.S. Certificate of Naturalization.
Print first four digits of CIS Reg. No.:

Office Use Only	Employee Name:	Ref. No.:
Promptly report all observed violations of federal immigration law to: azicereport@dhs.gov		
<input type="checkbox"/> Reported violation (check if applicable and attach copy of email to this form)		

JHH/amt/#835519/

Rev. 12/2016 (JMK/lmg)



**ATTACHMENT 11
AFFIDAVIT OF LAWFUL PRESENCE BY MAIL
(ENGLISH)**

CITY OF PHOENIX

U.S. Certificate of Citizenship.

Date of issuance: _____; Place of issuance: _____

Tribal Certificate of Indian Blood.

Date of issuance: _____; Name of tribe: _____

Tribal or Bureau of Indian Affairs Affidavit of Birth.

Year of birth: _____; Place of birth: _____

Signed: _____ Dated: _____

Office Use Only	Employee Name:	Ref. No.:
Promptly report all observed violations of federal immigration law to: azicereport@dhs.gov		
<input type="checkbox"/> Reported violation (check if applicable and attach copy of email to this form)		

JHH/amt/#835519/

Rev. 12/2016 (JMK/lmg)



**ATTACHMENT 12
SF424B ASSURANCES – NON-CONSTRUCTION
PROGRAMS**

CITY OF PHOENIX

[attached on the following page.]

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE
APPLICANT ORGANIZATION 	DATE SUBMITTED