REQUEST FOR PROPOSALS (“RFP”)

RFP-17-VHS-2

OUTREACH AND ENGAGEMENT SERVICES
FOR PERSONS EXPERIENCING HOMELESSNESS

RFP ISSUED: 3/10/2017

CONTRACT REPRESENTATIVE
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SOLICITATION TRANSPARENCY POLICY

Commencing on the date and time a solicitation is published, potential or actual Proposers 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 Agreement(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, Proposers 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.

Proposers 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 conducted in person at 200 West Washington Street, 18th Floor, Phoenix, Arizona, 85003-1611, and are posted as open meetings with the City Clerk at least twenty-four (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.

With respect to the selection of the successful Proposers, 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 Proposers.

This policy is intended to create a level playing field for all Proposers, assure that Agreements 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 reissue.

“To discuss” means any contact by the Proposer, regardless of whether the City responds to the contact. Proposers that violate this policy shall be disqualified until the resulting Agreement(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 Agreement, as long as the City cancels with a statement that the City will rebid the solicitation.
SECTION I – INTRODUCTION

The City invites sealed proposals from qualified organizations to provide outreach and engagement services to persons experiencing homelessness living on the streets of Phoenix.

1. OVERVIEW

The City of Phoenix is committed to ensuring Phoenix is a great place to live, work and visit. With 1.5 million residents and growing, Phoenix is the sixth largest city in the nation. Like all large, urban metropolises, Phoenix must balance the diverse needs of all its residents and partners to promote a healthy, vibrant community. This includes the needs of individual constituents; neighborhoods and communities; and businesses. Homelessness impacts all three.

In 2016, the Maricopa Regional Continuum of Care Board released data indicating there were approximately 5,700 people experiencing homelessness in Maricopa County. Although this figure was only slightly higher than in 2015, the number of unsheltered persons experiencing homelessness increased twenty-seven percent. The consequences of street homelessness are dramatic, both for those experiencing homelessness and those impacted by secondary symptoms including blight, public health and safety concerns, and reduced business traffic.

Numerous City of Phoenix departments work in tandem to end homelessness for those experiencing it, remediate encampments and associated blight, and improve environmental and social conditions in affected areas. Through this solicitation, the City seeks to expand its ability to respond to community concerns related to street homelessness by increasing outreach and engagement services.

2. SERVICE DESCRIPTION

Outreach and engagement services include activities to locate, identify, and build relationships with unsheltered persons experiencing homelessness and engage them for the purpose of providing immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and housing programs. Activities include conducting an initial assessment of needs and eligibility; providing crisis intervention as needed; addressing urgent physical and psychiatric needs; and actively connecting and providing information and referrals to programs designed to meet the complex needs of people experiencing homelessness, as well as mainstream social services and housing programs. Peer support models are preferred.

This service will be part of the City of Phoenix’s cross-sector service model, which responds to constituent concerns quickly and comprehensively by addressing the human, economic, and environmental issues related to street homelessness concurrently. The selected vendor will work directly with the Human Services Department, Victim and Homeless Services Division (HSD) to prioritize daily work activity and coordinate efforts with partnering City departments. In addition to knowledge and experience working with the client population in the human services arena, qualified organizations will have experience working with a variety of public sector disciplines including public safety and neighborhood services.

3. PROJECTED AWARD

It is the intent of the City of Phoenix to enter into a five (5) year Agreement for Outreach and Engagement Services for Persons Experiencing Homelessness. The Agreement period will be July 1, 2017 through June 30, 2022. At this time, $500,000.00 is available annually, however, the annual funding may increase or decrease depending on available funds and program performance.
SECTION II – RFP PROCESS

1. SCHEDULE OF EVENTS – DATES ARE SUBJECT TO CHANGE

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Proposal Conference</td>
<td>March 22, 2017, 10:00 AM</td>
</tr>
<tr>
<td>Written Inquiries Due Date</td>
<td>March 24, 2017 by 2:00 PM</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>April 6, 2017 by 2:00 PM</td>
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<tr>
<td>City Council Agenda (Estimated)</td>
<td>June 7, 2017</td>
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<tr>
<td>Contract Commencement</td>
<td>July 1, 2017</td>
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2. ACRONYMS USED IN THE RFP

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<tr>
<th>ACRONYM</th>
<th>MEANING</th>
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<tbody>
<tr>
<td>BAFO</td>
<td>Best and Final Offer</td>
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<tr>
<td>CIR</td>
<td>Community Information and Referral</td>
</tr>
<tr>
<td>CPR</td>
<td>Cardiopulmonary Resuscitation</td>
</tr>
<tr>
<td>HMIS</td>
<td>Homeless Management Information System</td>
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<tr>
<td>HSD</td>
<td>City of Phoenix Human Services Department</td>
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<tr>
<td>PSH</td>
<td>Permanent Supportive Housing</td>
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<tr>
<td>RHBA</td>
<td>Regional Behavioral Health Authorities</td>
</tr>
<tr>
<td>RFP</td>
<td>Request For Proposal</td>
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<td>SBE</td>
<td>Small Business Enterprise</td>
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<td>SOAR</td>
<td>SSI/SSDI Outreach, Access, and Recovery</td>
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<tr>
<td>SPDAT</td>
<td>Service Prioritization Decision Assistance Tool</td>
</tr>
<tr>
<td>VA</td>
<td>Veteran’s Administration</td>
</tr>
<tr>
<td>VI-SPDAT</td>
<td>Vulnerability Index – Service Prioritization Decision Assistance Tool</td>
</tr>
</tbody>
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3. MINIMUM QUALIFICATIONS

Proposers are reminded that the specifications stated in the solicitation are the minimum required. Proposers who are unable to demonstrate ability to meet or exceed the minimum qualifications specifically stated in this solicitation should not submit. Proposers offering less than the minimum requirements specified will be disqualified as non-responsive.

4. PRE-PROPOSAL CONFERENCE

Pre-Proposal Conference: Proposers are encouraged to attend the Pre-Proposal Conference, March 22, 2017 at 10:00 AM at Phoenix City Hall, 200 West Washington Street, 18th Floor, PCH18 East Conference Room, Phoenix, AZ 85003-1611. The conference will be held in the Community Room on the second floor. Parking is available in the lot across the street from the Center on the North side of Cypress St.

5. PROPOSER INQUIRIES AND SOLICITATION ADDENDUM

Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP shall not be cause for waiver of any portion of the RFP or subsequent agreement. All inquiries regarding this RFP must be submitted in writing to hsdprocurement@phoenix.gov no later than the deadline listed in the Schedule of Events. A response to all inquiries will answered in a Solicitation Addendum and posted to the City’s solicitation website at: https://www.phoenix.gov/solicitations. The City shall not be responsible for any oral instructions given by any City employee, consultant, or official regarding RFP instructions, specifications, or documents.

6. E-PROCUREMENT REGISTRATION REQUIREMENTS

Proposers must be registered in the City’s e-Procurement Self-Registration System. The City may, at its sole discretion, reject any offer from a Proposer who has not registered in the City’s e-Procurement system. Proposer’s may register at: https://www.phoenix.gov/financesite/Pages/EProc-help.aspx.

7. ALTERNATE FORMAT

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

8. DELIVERY OF PROPOSALS

Provide one (1) hard copy original and five (5) photocopies of the proposal.

RFP-17-VHS-2 Outreach and Engagement Services for Persons Experiencing Homelessness
Proposals must be in the actual possession of the City at the designated location on or prior to the exact time and date indicated in the Schedule of Events. Proposals received after the deadline will be deemed non-responsive and not considered, except for good cause. Proposers mailing their responses should allow sufficient time to ensure delivery by the date and time specified. The prevailing clock will be the City’s clock at the location designated for the delivery of the proposal. Proposals submitted by fax or email will be disqualified. Proposals must be individually submitted in a sealed package and marked with the Proposer’s name and the following information should be noted on the outside:

City of Phoenix Human Services Department  
Attn: Monique A. Bond, Procurement Officer  
200 W. Washington Street, 18th Floor, Phoenix, AZ 85003-1611 – Reception Area Submittal Box  
Re: Outreach and Engagement for Persons Experiencing Homelessness - RFP-17-VHS-2

Parking is available in the Municipal Parking Garage at 305 W. Washington Street, entrance on 4th Avenue, between Washington Street and Jefferson Avenue. Metered parking is within close proximity to the Phoenix City Hall building.

9. PROPOSAL FORMAT

Proposals shall conform to the format set forth in the RFP. Proposals that are incomplete; conditional; obscure; or that contain additions not requested, changes or exceptions to material provisions or requirements of this RFP; or irregularities of any kind, are subject to disqualification as non-responsive. It is permissible to copy these forms as required. The written proposal shall be signed by an individual authorized to bind the Proposer. The proposal shall include the name, title, address and telephone number of individuals with authority to contractually bind the organization and who may be contacted during the period of the Agreement. All fees quoted shall be firm and fixed for the full Agreement period. Proposers must adhere to the following:

A. Proposals are limited to a maximum of 35 pages. Each page must be numbered. Double-sided pages will be counted as two pages.

B. All pages exceeding the specified maximum page limit will be removed from the proposal and not considered in the evaluation.

C. The proposal shall include the items listed below and should be submitted in the following sequence:

1. Cover Letter
   Provide a cover letter, which includes full company name, address, phone number and the email address of your contact person for the Agreement.

Response to Evaluation Criteria – Not to exceed 35 pages

Part 1: Service Methodology
Part 2: Cost and Fiscal Ability
Part 3: Organizational Capacity

Offer Form (Attachment A)
The Offer Form must be completed, signed by an Authorized Signatory of your organization and submitted with your proposal. Erasures, interlineations, or other modifications of your proposal shall be initialed in original ink by the authorized signatory of your organization. No proposal shall be altered, amended or withdrawn after the specified due date and time. The City is not responsible for Proposer errors or omissions. All time periods stated as a number of days shall be calendar days.

Solicitation Conflict and Transparency Disclosure Form (Attachment B)
The Solicitation Conflict and Transparency Disclosure Form must be completed, signed by an Authorized Signatory of your organization, and submitted with your proposal. All questions must be answered. Failure to submit this form will result in the submittal being deemed non-responsive or rejected.

Itemized Service Budget (Attachment C)
Submit an ISB for the proposed services utilizing the attached template. All expenditures should be captured within the line items provided. Do not modify the attachment.

Budget Narrative (Attachment D)
Submit a budget narrative describing each itemized expense.

Fiscal Ability Questionnaire (Attachment E)
Complete and submit the Administrative Questionnaire and related documents.

Authorized Signatory Form (Attachment F)
Provide the Legal Name of the Contracting Entity and Name(s) of all Authorized Signatories.
Affidavit of Assurances (Attachment G)
Review, sign and submit.

References (Attachment H)
Provide the name and contact information for three (3) clients for whom your organization has provided services similar to those described in this RFP. Do not use City of Phoenix employees or officials as references.

Staff Organization Chart (Attachment I)
Submit an organization chart to include at minimum names and titles of executive and management staff, and all positions related to the provision of services.

501c(3) Determination Letter (Attachment J)
Submit a copy of your IRS Determination Letter if organized as a Charitable Organization.

Annual Audited Financial Statements (Attachment K)
Submit a copy of your 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 audited financial statements do not exist, please provide reviewed financial statements or the last two quarters of unaudited, unreviewed financial statements.

10. PROPOSAL EVALUATION

11. PROPOSAL CERTIFICATION AND AFFIDAVIT

By submitting a proposal, the Proposer certifies it has not paid or agreed to pay any fee or commission, or any other item of value contingent on the award of a contract to any employee, official or current contracting consultant of the City. Proposers unable to comply with any required certifications may be disqualified.

In compliance with A.R.S. §§ 1-501 and -502, the City shall require any successful Proposer that submits its proposal as a sole proprietorship or as an individual to complete the Affidavit of Lawful Presence prior to the award of any agreement resulting from this process.

12. AWARD RECOMMENDATIONS

The Award Recommendation will be posted at: https://www.phoenix.gov/finance/business-opportunities/bid-awards-and-recommendations. On the day the City posts the award recommendation, the procurement file for this RFP will be available for Proposers and the public to review. The procurement file constitutes all proposals, the RFP and all addenda, advertising documents, agendas, meeting minutes, presentations (if any), signed Conflict of Interest statements by evaluation panel members, and evaluation panel consensus scoring.

13. DEBRIEFING

After award, Proposers may contact the Procurement Officer to clarify or resolve any concerns from this solicitation or Agreement award. The primary goal of this process is to resolve issues at the lowest administrative level. Issues discussed during this phase are not considered a formal protest.

14. DISCLOSURE OF CONFIDENTIAL AND PROPRIETARY INFORMATION

All materials submitted by Proposers shall become the property of the City and become a matter of public record available for review pursuant to Arizona law. Proposers shall mark any information submitted as part of its proposal it deems confidential or proprietary (collectively Confidential Information).

If the City receives a request to review or disclose such Confidential Information, the City will provide the Proposer written notice of the request to allow the Proposer the opportunity to obtain a court order to prevent the disclosure or review of such Confidential Information. The Proposer must obtain and deliver to the Procurement Officer a court order within the time specified in the City’s written notice. If no court order is issued and received by the Procurement Officer within the time specified, the City may disclose or allow the review of such Confidential Information. If a Proposer intends to seek a Court Order to shield its Confidential Information, the protest period will be extended the same number of days to allow for this process.

15. CITY’S RESERVATION OF RIGHTS

The City reserves the right to take any course of action the City deems appropriate at the City’s sole and absolute discretion, which may include:

- Waiving any defects or informalities in any proposal or proposing procedure;
• Accepting or rejecting any or all proposals or any part of any or all proposals;
• Canceling the RFP in part or in its entirety;
• Reissuing the RFP with or without modification;
• Negotiating with any qualified Proposer;
• Extending the deadline for proposals; and/or
• Requesting additional information from any or all Proposers.

16. CITY’S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST

The City reserves the right to disqualify any Proposer who fails to provide information or data requested herein or who provides materially inaccurate or misleading information or data. The City reserves the right to disqualify any Proposer on the basis of any real or apparent Conflict of Interest disclosed by the proposals submitted or any other data available to the City. This disqualification is at the sole discretion of the City. By submission of a proposal hereunder, the Proposer waives any right to object now or at any future time, before any body or agency, including but not limited to, the City Council, 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. Additionally, any Proposer or any member or affiliate of a responding team that currently contracts with the City must be in good standing for its proposal to be considered responsive. For the purpose of this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

17. PREPARATION COSTS

Under no circumstance will the City be responsible for any costs incurred by anyone in: 1) responding to this RFP; 2) in any subsequent follow up to the proposal; or 3) in any subsequent negotiations of an Agreement.

18. PROTEST PROCESS

Proposers may protest the contents of a solicitation before the solicitation deadline when the protest is based on an alleged mistake, impropriety or defect in the solicitation that is apparent. Protests filed regarding this RFP 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 it is in the City’s best interests to set new deadlines, amend the solicitation, cancel or re-bid. 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.

Proposers may protest an adverse determination issued by the City, regarding whether the Proposer is responsible or its offer or response is responsive, within seven days of the date the Proposer was notified of the adverse determination.

Proposers may protest an award recommendation if the Proposer can establish it had a substantial chance of being awarded the Agreement and will be harmed by the recommended award. Staff recommendations to award the Agreement(s) to a particular Proposer shall be posted on the City’s website. Unsuccessful Proposers may file a protest no later than 7 calendar days after the recommendation is posted on the website.

All protests and appeals must be submitted in accordance with the Procurement Code (Phoenix City Code, Section 43) and Administrative Regulation 3.10 and any protests or appeals not submitted within the time requirements will not be considered.

All protests shall be in writing, filed with the Procurement Officer identified in the solicitation and include the following:

1. Identification of the solicitation number;
2. The name, address and telephone number of the protestor;
3. A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents;
4. The form of relief requested; and
5. The signature of the protestor or its authorized representative.

HSD staff will address the points of the protest and submit a recommendation to the HSD Director who will render a written final decision within 14 calendar days after the protest is filed. The City will not request City Council authorization to award the Agreement until the protest process is completed.

19. EXECUTION OF AGREEMENT

The City will send the final Agreement to the recommended Proposer. Within 30 calendar days from the date the Agreement was sent, the recommended Proposer must sign and submit the final Agreement to the City. If the City does not receive the signed Agreement and all other required documentation from the recommended Proposer within 30 calendar days, the City may consider not awarding the Agreement to the Proposer.
Until such time as the City executes an Agreement with a recommended Proposer, no contractual relationship exists. If the recommended Proposer is subject to regulation by the Arizona Corporation Commission (ACC), it must be authorized to transact business in Arizona and be in good standing with the ACC at the time it signs the agreement.

20. AGREEMENT DOCUMENT

Upon award of an Agreement, the following shall comprise the Agreement document:

- Signed Offer form
- Scope of Work
- Method of Approach and Delivery of Services
- Itemized Service Budget
- Budget Narrative
- Standard Terms and Conditions
- Supplemental Terms and Conditions
SECTION IV– SCOPE OF WORK

1. LOCATION AND HOURS
   1.1 Provided services within the City of Phoenix boundaries. Exceptions may apply to address regional issues.
   1.2 Provided services when most conducive to connecting with individuals experiencing homelessness. This may include, but is not limited to early morning, evening, and late night hours.
   1.3 Schedules changes require City approval. Contractor must consider maximum coverage of days and hours based on funds available.
   1.4 Flexibility is required to address emerging issues. On-call services are not required, but ability to adjust schedules with minimal (24-48 hours) advance notice is.
   1.5 Services may be required on holidays and for special events as determined by the City. November and December are traditionally busy outreach periods for the City

2. PLANNING AND COORDINATION
   2.1 Work directly with assigned HSD staff to prioritize requests for service and coordinate activities with partnering City departments and/or community partners.
   2.2 Participate in regular meetings and planning activities with partnering City departments and/or community partners to plan activities, discuss progress, troubleshoot issues, and develop solutions. Meetings generally occur during regular City business hours.
   2.3 Provide linkages to organizations and resources necessary to employ a comprehensive response to emerging issues.
   2.4 Maintain regular communications with City and other partners to update them on progress and challenges. Real-time communication may be required in high-priority cases. Communications may occur by phone, email, text, written reports, etc.

3. OUTREACH AND ENGAGEMENT
   3.1 Locate, identify and engage persons experiencing homelessness in prioritized locations.
   3.2 Establish rapport, gather information, and conduct assessment as appropriate. The VI-SPDAT should be used when possible for coordination with regional Coordinated Entry Systems.
   3.3 Immediately attend to urgent physical and psychiatric needs.
   3.4 Assist individuals in understanding the City’s plan of action and available service options. EMERGENCY MEDICAL AND BEHAVIORAL HEALTH SERVICES
   3.5 Connect and reconnect clients to appropriate systems of care (ex/ VA, RHBA, PSH, etc.)
   3.6 Provide transportation to services selected by the client.
   3.7 Provide a warm handoff when transitioning clients to the next phase of care.
   3.8 Provide follow-up care and support as appropriate based on the specific needs of the client.

4. CASE MANAGEMENT
   When appropriate, assess housing and service needs, arrange, coordinate, and monitor the delivery of individualized services to meet the needs of the program participant. Conduct initial assessment, including verifying and documenting eligibility. Develop, secure and coordinate services. Monitor and evaluating program participant progress. Provide information and referrals to other providers. Develop an individualized housing and service plan, including planning a path to permanent housing stability. EMERGENCY MEDICAL AND BEHAVIORAL HEALTH SERVICES
   5.1 When appropriate, direct outpatient treatment of medical conditions or behavioral health issues may be provided by licensed medical professionals operating in community-based settings, including streets, parks, and other places where unsheltered homeless people are living.
   5.1.1 Assess program participant’s health problems and develop a treatment plan; assisting program participants to understand their health needs. Provide directly or assist program participants to obtain appropriate emergency medical or behavioral health treatment; and providing medication and follow-up services.

6. EXPERIENCE AND TRAINING
   Core Competencies:
   6.1.1 Working Experience with chronically homeless populations.
   6.1.2 Working knowledge of emergency shelter, detox and recovery, and urgent psychiatric care services.
   6.1.3 Working knowledge of public service and benefit systems.
   6.1.4 Working knowledge of health, human service and special needs housing resources and providers.
   6.1.5 Skilled in motivational interviewing and harm reduction practices.

   6.2 Required Training:
   6.2.1 Arizona Department of Behavioral Health Certified Peer Support training (includes motivational interviewing) or an equivalent training approved by the City;
   6.2.2 Cultural competency;
6.2.3 Harm Reduction;
6.2.4 Principles and practices of Housing First;
6.2.5 Physical and Health Safety training (including Blood Borne Pathogens);
6.2.6 CPR/First Aid;
6.2.7 Homeless Management Information System (HMIS);
6.2.8 SOAR certification;
6.2.9 VI-SPDAT and SPDAT

7. ADMINISTRATIVE REQUIREMENTS
The contractor shall comply with the following administrative requirement:

7.1 General Administration
7.1.1 Participate in a Contractor orientation provided by the City.
7.1.2 Maintain an operations manual that details program and contract expectations for staff and volunteers. The operations manual should include program specific rules, and expectations.
7.1.3 Provide secure storage space for confidential documents relating to clients and personnel.
7.1.4 Inform the City of personnel changes of funded positions in writing within five business days of the change.
7.1.5 Request clarification and/or technical assistance to resolve barriers to service in before non-compliance.
7.1.6 Perform monthly fiscal and programmatic desktop monitoring of subcontractor(s). Notify City of any compliance issues and submit a plan to resolve within 30 days of the review.
7.1.7 The Contractor shall conduct yearly subcontractor performance monitoring by January 30TH to ensure compliance with administrative requirements.

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

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

8. PERFORMANCE MEASURES
8.1 The Contractor shall work to meet the following performance measures approved by the CoC. Progress will be monitored through the submission of monthly reports as detailed in the monthly Reporting Requirement Section 8 below. The City recognizes these measures are benchmarks projected for the purpose of developing baseline measures. Performance measures will be adjusted to reflect realistic expectations based on regional data as it becomes available.
8.1.1 75% of individuals/families contacted will be engaged.
8.1.2 75% of individuals/families engaged will enroll in a program.
8.1.3 75% of individuals/families enrolled will be connected to a positive housing outcome.

8.2 Performance Measure Definitions
8.2.1 Contact: A contact is defined as an interaction between a Street Outreach Worker or Navigator and a client designed to engage a client. Contacts may include activities such as conversation between the Navigator and the client about the client's well-being or needs, an office visit to discuss their housing plan, or a referral to another community agency.
8.2.2 Engagement: Per HMIS Data Standards, by agreement across all federal partners, an engagement date is the date on which an interactive client relationship results in a deliberate client assessment or beginning of a case plan. HMIS Universal Data Elements will be collected at this time.
8.2.3 Connection: A connection refers to the point at which the client moves from homelessness to a positive exit. This may include permanent housing, a recovery program, or move-in with relatives.
8.2.4 Exit: The date at which a client exits the program. The Client may be exited prior to
engagement and/or enrollment. For the purposes of this Agreement, an exit is defined by the date the Navigator is no longer providing services to the client. This may occur immediately following move-in or three months following move-in depending on the needs of the client.

9. CITY RESPONSIBILITIES
   9.1 The City will:
      9.1.1 Provide Payment Request Form and non-HMIS Reports electronically.
      9.1.2 Perform fiscal and programmatic desktop monitoring monthly.
      9.1.3 Conduct at least annual onsite fiscal and programmatic monitoring review.
      9.1.4 Process payments upon receipt of complete and accurate Payment Request Form and required programmatic reports and supporting documentation.
      9.1.5 Inform the Contractor of any concerns or potential changes in a timely manner.
      9.1.6 Provide ongoing technical assistance and support.

10. REPORTING REQUIREMENTS
    10.1 The Contractor shall submit the following reports monthly to City designated staff:
        10.1.1 CIR HIMS Demographic Report.
        10.1.2 HMIS Entry/Exit Report.
        10.1.3 Any other programmatic reports HSD may require.

11. REIMBURSEMENT REQUIREMENTS
    11.1 Monthly payments shall be made to the Contractor upon receipt of a complete and accurate Payment Request Form, supporting documentation, and required program reports. Requests and accompanying documentation and reports are due to the City no later than the 15th calendar day of the following month. The Contractor shall email documentation for reimbursement to:

        Kristina Blea, Administrative Assistant II
        Kristina.blea@phoenix.gov

        City of Phoenix Human Services Department
        Victim and Homeless Services Division
        2120 N. Central Avenue, Suite 250
        Phoenix, AZ 85004
        (602) 256-4302
SECTION V – EVALUATION CRITERIA

An Evaluation Panel appointed by City staff will evaluate the proposals based on the following criterion, which are listed in order of importance.

<table>
<thead>
<tr>
<th>EVALUATION CRITERIA</th>
<th>POINTS</th>
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<td>1. Service Methodology</td>
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<td>2. Cost and Fiscal Ability</td>
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<td>3. Organizational Capacity</td>
<td>200</td>
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<tr>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>1000</strong></td>
</tr>
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1. SERVICE METHODOLOGY (500 POSSIBLE POINTS)

1.1. Describe how you propose to deliver outreach and engagement services in detail. Include who will be responsible for performing the requirements of service delivery stated in the Scope of Work and how they will be performed. Include the extent to which services will be provided by peers, if any.

1.2. Provide a description of how program and employee performance will be monitored. Suggested measures might include timeliness of service delivery; rates at which clients are connected to housing and services; client satisfaction with services provided; basic workload measures; and communication regarding service delivery to partnering providers.

1.3. Describe how outreach workers 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.

1.4. Submit a current organizational chart that indicates specific position titles and sets forth lines of authority, responsibility, and communication in accordance with policies established by your organization. The chart should accurately reflect new and existing positions performing the proposed services.

1.5. Submit a job description for each key position included the delivery of services described in the Scope of Work. All positions included in the budget should be included. Job Description(s) should include at a minimum:
   1.5.1. Job title
   1.5.2. Minimum qualifications for education, training, & experience
   1.5.3. Duties and responsibilities
   1.5.4. Resumes for positions which are filled

2. COST AND FISCAL ABILITY (300 POSSIBLE POINTS)

2.1. Submit a complete and accurate Itemized Service Budget (Attachment C) for the proposed service(s). Indirect cost rates must comply with the regulations applicable to the funding source.

2.2. Complete and submit the Fiscal Ability Questionnaire (Attachment E).

2.3. Submit a Budget Narrative (Attachment D) describing each itemized expense in the order it appears in the Itemized Service Budget.

2.4. Submit a copy of your 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 you have not 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 quarters of unaudited, unreviewed financial statements. (Attachment K)

3. ORGANIZATIONAL CAPACITY (200 POSSIBLE POINTS)

3.1. Submit a brief summary of the organization, including the Mission Statement and experience in providing the proposed services. Include the number of years providing the proposed services as it relates to the requirements of this solicitation.
3.2. Describe the organization’s experience working with people living on the streets, including those experiencing chronic homelessness and individuals with mental health and/or chemical dependency concerns, and outcomes achieved serving this population.

3.3. Describe the organization’s level of coordination and connectivity with other organizations, community members and stakeholders serving this population. Include experience working with municipal partners.

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

3.5. Describe the organization’s infrastructure and experience managing federal and local grants.
SECTION VI – STANDARD TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT DISCLAIMER

A. The parties agree that the Contractor 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 the Contractor nor any of the Contractor’s agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. The City is only interested in the results obtained under this Agreement; the manner, means and mode of completing the same are under the sole control of the Contractor.

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

2. LEGAL WORKER REQUIREMENTS

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

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

B. A breach of warranty under paragraph A will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

C. The City retains the legal right to inspect the papers of the Contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that Contractor or subcontractor is complying with the warranty under paragraph A.

3. CONFIDENTIALITY AND DATA SECURITY

A. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor 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.

B. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor 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.

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

D. The Contractor agrees that the requirements of this Section will be incorporated into all subcontractor Agreements entered into by the Contractor. 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.

E. The obligations of the Contractor under this Section will survive the termination of this Agreement.

4. CONTACTS WITH THIRD PARTIES

A. The Contractor 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 the Contractor 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, the Contractor 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 the Contractor and its subcontractors under this Section will survive the termination of this Agreement.

B. The Contractor agrees that the requirements of this Section will be incorporated into all subcontractor Agreements entered into by the Contractor. 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.

5. SBE/DBE UTILIZATION

The City extends to each individual, firm, vendor, supplier, contractor and subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small and/or disadvantaged businesses to reflect both the industry and community ethnic composition. The use of such businesses is encouraged whenever practical.

6. AUDIT/RECORDS.

A. The City reserves the right, at reasonable times, to audit the Contractor’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 (5) years following termination of the Agreement.

B. If, following an audit of this Agreement, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data, and the cost discrepancies exceed 1% of the total Agreement billings, the Contractor will be liable for reimbursement of the reasonable, actual cost of the audit.

7. COMPLIANCE WITH LAWS

The Contractor 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 the Contractor a request for an amendment may be submitted pursuant to this Agreement.

8. AMENDMENTS

Whenever an addition, deletion or alteration to the Services described in Exhibit A substantially changes the Scope of Work thereby materially increasing or decreasing the cost of performance, a supplemental agreement must first be approved in writing by the City and the Contractor before such addition, deletion or alteration will be performed. Changes to the Services may be made and the compensation to be paid to the Contractor 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 the Contractor will be at the Contractor’s risk, cost and expense, and the Contractor agrees to submit no claim for compensation or reimbursement for additional work done or materials furnished without prior written authorization.

9. 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.

10. NOTICES

A. 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 Contractor:
To be Determined

If to City:
City of Phoenix
Human Services Department - Procurement
200 West Washington Street, 18th Floor
Phoenix, Arizona 85003-1611

RFP-17-VHS-2 Outreach and Engagement Services for Persons Experiencing Homelessness
B. Notice will be deemed received: (1) at the time it is personally served; (2) on the day it is sent via e-mail; (3) on the day it is sent by facsimile transmission; (4) on the second day after its deposit with any commercial air courier or express delivery service; or (5) five business days after the Notice is deposited in the United States mail as above provided. Any time period stated in a Notice will be computed from the time the Notice is deemed received.

C. 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.

11. 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.

12. 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.

13. FISCAL YEAR CLAUSE

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

14. TERMINATION OR SUSPENSION OF SERVICES

A. City’s Right to Terminate. The City reserves the right to terminate this Agreement without cause, or to abandon the Services, or any part of the Services not then completed, by notifying the Contractor in writing.

B. Termination for Convenience. The City reserves the right, at its sole discretion, to terminate the Agreement with at least 30 days written notice, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall make arrangements to stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize any costs to the City. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Agreement shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

C. Termination for Default. The City reserves the right to terminate this Agreement, in whole or in part, upon 15 days prior written notice specifying the effective date and the reasons for it, due to the failure of the Contractor to comply with any term and condition of this Agreement, including compliance with the Scope of Work, budget considerations, submittal of reports or the consistent furnishing of incorrect or incomplete reports or records, or compliance with any federal, state, and/or local laws. The City may also terminate this Agreement for ineffective or improper use of funds provided under this Agreement. The City may terminate this Agreement immediately if the City determines that the health, welfare, or safety of service recipients is endangered.

D. Termination by Contractor. The Contractor may terminate this Agreement, in whole or in part, upon 90 days prior written notice to the City specifying the effective date.

15. PROFESSIONAL COMPETENCY

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

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

16. SPECIFIC PERFORMANCE

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

17. FORCE MAJEURE

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

18. DOCUMENTATION

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

B. Format and Quality. All documents prepared by Consultant will be prepared in a format and at a quality approved by the City.

C. Document Review. The Contractor will review all documents provided by the City related to the performance of the Services and will promptly notify the City of any defects or deficiencies discovered in such review.

D. Submittals. The Contractor will provide timely and periodic submittals of all documents required of the Contractor, including subcontracts, if any, as such become available to the City for review.

19. RELEASE OF INFORMATION - ADVERTISING AND PROMOTION

The Contractor will not publish, release, disclose or announce to any member of the public, press, official body, or any other third party: (1) any information concerning this Agreement, the Services, or any part thereof; or (2) any documentation or the contents thereof, without the prior written consent of the City, except as required by law. The name of any site on which Services are performed will not be used in any advertising or other promotional context by the Contractor without the prior written consent of the City.

20. CONFLICTS OF INTEREST

A. The Contractor 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 contracting 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.

B. The City reserves the right to disqualify the Contractor in the event that the City determines that the Contractor has an actual or apparent conflict of interest with the purposes of this Agreement and the provisions and procedures set forth in Paragraph 20 will apply.

C. Upon a finding by the City that gratuities in the form of entertainment, gifts or inducements were offered or given by the Contractor, or any agent or representative of the Contractor, 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 (1) calendar day written notice to the Contractor, terminate the right of the Contractor to proceed under this Agreement, provided that the existence of the
facts upon which the City made such finding will be an issue and may be litigated in an Arizona court of competent jurisdiction. In the event of such termination, the City will be entitled to the same remedies against the Contractor as could be pursued in the event of default by the Contractor.

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

21. PUBLIC RECORDS

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

B. In the event City receives a request for disclosure that is reasonably calculated to incorporate information that might be considered confidential by the Contractor, the City agrees to provide the Contractor with notice of that request, which shall be deemed given when deposited by the City with the USPS for regular delivery to the address of the Contractor specified in their proposal. Within ten (10) days of City notice by the City, the Contractor will inform the City in writing of any objection by the Contractor the disclosure of the requested information. Failure by the Contractor to object timely shall be deemed to waive any objection and any remedy against the City for disclosure.

C. In the event the Contractor objects to disclosure within the time specified, the Contractor agrees to handle all aspects related to request, including properly communicating with the requestor and timely responding with information the disclosure of which the Contractor does not object thereto. Furthermore, the Contractor agrees to indemnify and hold harmless the City from any claims, actions, lawsuits, or any other controversy or remedy, in whatever form, that arises from the failure to comply with the request for information and the laws pertaining to public records, including defending the City in any legal action and payment of any penalties or judgments. This provision shall survive the termination of this Agreement.

22. CLAIMS OR DEMANDS AGAINST THE CITY

A. The Contractor 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 the Contractor 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.

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

23. WAIVER OF CLAIMS FOR ANTICIPATED PROFITS

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

24. CONTINUATION DURING DISPUTES

A. The Contractor 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.

B. 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.

25. THIRD PARTY BENEFICIARY CLAUSE

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

26. NO ISRAEL BOYCOTT

By entering into this Agreement, the Contractor certifies that they are not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.
27. CONTRACT INTERPRETATION

A. IMPLIED CONTRACT TERMS: Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

B. CONTRACT ORDER OF PRECEDENCE: In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:

   a. Standard terms and conditions
   b. Special terms and conditions
   c. Amendments
   d. Statement or scope of work
   e. Specifications
   f. Attachments
   g. Exhibits
   h. Instructions to Bidders
   i. Other documents referenced or included in the Invitation for Bid

C. SEVERABILITY: The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

D. NON-WAIVER OF LIABILITY: The City of Phoenix as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, any Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.

E. PAROL EVIDENCE: This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

F. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

G. NON-EXCLUSIVE REMEDIES: The rights and remedies of the City under this Contract are non-exclusive.
VII - SUPPLEMENTAL TERMS AND CONDITIONS

1. INDEMNIFICATION

The Contractor ("Indemnitor") must indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) ("Claims") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of the Contractor or any of its owners, officers, directors, agents, employees or subcontractors in connection with this Agreement. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Contractor must indemnify Indemnitee from and against any and all Claims, except those arising solely from Indemnitee’s own negligent or willful acts or omissions. The Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against Indemnitee for losses arising from the work performed by the Contractor for the City. The obligations of the Contractor under this provision survive the termination or expiration of this Agreement.

2. INSURANCE REQUIREMENTS

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

These insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits stated in this section are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Agreement by the Contractor, its agents, representatives, employees or subcontractors and the Contractor is free to purchase additional insurance as may be determined necessary.

1. MINIMUM SCOPE AND LIMITS OF INSURANCE: The Contractor 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.

1.1 Commercial General Liability – Occurrence Form

Policy must include bodily injury, property damage and broad form contractual liability coverage.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

1.1.1 The policy must be endorsed to include coverage for sexual abuse and molestation.

1.1.2 The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.”

1.2 Automobile Liability

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit (CSL)</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

1.2.1 The policy must be endorsed to include the following additional insured language: “The City of Phoenix is named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor.”
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

1.3.1 Policy must contain a waiver of subrogation against the City of Phoenix.

1.3.2 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.

1.4 Professional Liability (Errors and Omissions Liability)

The policy must cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Agreement.

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

In the event that the professional liability insurance required by this Agreement is written on a claims-made basis, the Contractor 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 discovery period will be exercised for a period of two (2) years beginning at the time work under this Agreement is completed.

2. ADDITIONAL INSURANCE REQUIREMENTS: The policies must include, or be endorsed to include, the following provisions:

2.1 On insurance policies where the City of Phoenix is named as an additional insured, the City of Phoenix is an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Agreement.

2.2 The Contractor’s insurance coverage must be primary insurance and non-contributory with respect to all other available sources.

3. NOTICE OF CANCELLATION: For each insurance policy required by the insurance provisions of this Agreement, the Contractor must provide to the City, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice must be mailed, emailed, hand delivered or sent by facsimile transmission to: (City of Phoenix Human Services Department, Procurement Section, 200 W. Washington Street, 18th Floor, Phoenix, Arizona 85003-1611, hsdprocurement@phoenix.gov).

4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an “A.M. Best” rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

5. VERIFICATION OF COVERAGE: The Contractor must furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Agreement must be sent directly to: City of Phoenix Human Services Department, Procurement Section, 200 W. Washington Street, 18th Floor, Phoenix, Arizona 85003-1611, hsdprocurement@phoenix.gov). The City project/contract number and project description must be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY’S RISK MANAGEMENT DIVISION.

6. SUBCONTRACTORS: The Contractors’ certificate(s) must include all subcontractors as additional insureds.
under its policies or the Contractor must furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors must be subject to the minimum requirements identified above.

7. APPROVAL: Any modification or variation from the insurance requirements in this Agreement must be made by the Law Department, whose decision is final. Such action will not require a formal amendment to the Agreement, but may be made by administrative action.

3. NON-ASSIGNABILITY

This Agreement is in the nature of a personal services agreement and Consultant shall have no power to assign its rights and obligations under this Agreement. OR without the prior written consent of the City. Any attempt to assign without such prior written consent shall be void.

4. AMERICAN WITH DISABILITIES ACT

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

5. EQUAL EMPLOYMENT OPPORTUNITY AND EQUAL PAY

A. In order to do business with the City, the Contractor must comply with Phoenix City Code, 1969, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. The Contractor will direct any questions in regard to these requirements to the Equal Opportunity Department, (602) 262-6790.

B. Any contractor in performing under this contract 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 contractor 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 contractor 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 contract. Contractor further agrees that this clause will be incorporated in all subcontracts, job-consultant agreements or subleases of this agreement entered into by contractor. The contractor further agrees not to discriminate against any worker, employee or applicant, or any member of the public, because of sexual orientation or gender identity or expression and shall ensure that applicants are employed, and employees are dealt with during employment without regard to their sexual orientation or gender identity or expression.

C. Documentation. Suppliers and lessees may be required to provide additional documentation to the Equal Opportunity Department affirming that a nondiscriminatory policy is being utilized.

D. 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.

6. LAWFUL PRESENCE

Pursuant to A.R.S. §§ 1-501 and 1-502, the City of Phoenix is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

7. FEDERAL FUNDING REQUIREMENT

At this time, the available funding source for this contract is the City’s general fund. However, federal funding may become available in the future and used to provide additional funding for the contract. If federal funding is added to this contract, the Contractor agrees to meet all federal funding guidelines and execute a contract amendment to include required contract clauses. The City may also require the Contractor to submit Federal Assurances. The City will send a written notice to the Contactor requesting the Federal Assurances. The Contractor shall provide the Federal Assurances within thirty (30) days from date of the notice.
8. CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING

(A.) Contract Worker Background Screening. The Contractor agrees that all Contract workers and subcontractors (collectively "Contract Worker(s)") that the Contractor furnishes to the City pursuant to this Agreement shall be subject to background and security checks and screening (collectively "Background Screening") at the Contractor's sole cost and expense as set forth in this Section. The Background Screening provided by the Contractor shall comply with all applicable laws, rules and regulations. The Contractor further agrees that the Background Screening required in this Section is necessary to preserve and protect public health, safety and welfare. The Background Screening requirements set forth in this Section are the minimum requirements for this Agreement. The City in no way warrants that these minimum requirements are sufficient to protect the Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or the Contractor's failure to comply with this Section. Therefore, in addition to the specific measures set forth below, the Contractor and its Contract Workers shall take such other reasonable, prudent and necessary measures to further preserve and protect public health, safety and welfare when providing services under this Agreement. The City may, in its sole discretion, accept or reject any or all of the Contract Workers proposed by the Contractor to perform work under this Agreement as well those Contract Workers actually providing services during the term of this Agreement.

(B.) Background Screening Requirements and Criteria. Because of the varied types of services performed, the City has established three levels of risk and associated Background Screening. The risk level and Background Screening required for this Agreement is **Maximum Risk Level**.

1. **Minimum Risk and Background Screening ("Minimum Risk").**

A minimum risk Background Screening shall be performed when the Contract Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) when access to City facilities is escorted by City workers. The Background Screening for minimum risk shall consist of the screening required by Arizona Revised Statutes §§41-4401 and following to verify legal Arizona worker status.

2. **Standard Risk and Background Screening ("Standard Risk").**

A standard risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) require a badge or key for access to City facilities; or (ii) allow any access to sensitive, confidential records, personal identifying information or restricted City information; or (iii) allow unescorted access to City facilities during normal and non-business hours. The Background Screening for this standard risk level shall include the Background Screening required for the Minimum Risk level and a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker's proposed date of hire.

3. **Maximum Risk and Background Screening ("Maximum Risk").**

A maximum risk Background Screening shall be performed when the Contract Worker's work assignment will: (i) have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; or (ii) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; or (iii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iv) have access to private residences; or (v) have access to Homeland Defense Bureau identified critical infrastructure sites/facilities. The Background Screening for this maximum risk level shall include the Background Screening required for the Standard Risk level, plus a sexual offender search, and driving record search for the preceding seven (7) years from the Contract Worker's proposed date of hire. The Contract Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, §2-27.

Not all criminal convictions or other negative information obtained in the background screening process would prohibit work under this Agreement. The Contractor and the Human Services Department, (for maximum risk levels), will evaluate the relevance of the information received, to the Services that will be provided.

(C.) Contractor Certification; City Approval of Maximum Risk Background Screening. By executing this Agreement, the Contractor certifies and warrants that the Contractor has read the Background Screening requirements and criteria in this Section, understands them and that all Background Screening information furnished to the City is accurate and current. Also, by executing this Agreement, the Contractor further certifies and warrants that the Contractor has satisfied all such Background Screening requirements for the Minimum Risk and Standard Risk Background Screenings as required. In addition, for Maximum Risk Background Screening, the Contractor shall furnish for the City’s Contract Officer to review and approve such Background Screenings for any Contract Worker.
Worker considered for performing services under this Agreement where human safety or facility security is classified as a Maximum Risk level. A Contract Worker rejected for work at a Maximum Risk level under this Agreement shall not be proposed to perform work under other City Agreements or engagements without City’s prior written approval.

(D.) Terms of This Section Applicable to all of Contractor’s Contracts and Subcontracts. The Contractor shall include the terms of this Section for Contract Worker Background Screening in all contracts and subcontracts for services furnished under this Agreement including, but not limited to, supervision and oversight services.

(E.) Materiality of Background Screening Requirements; Indemnity. The Background Screening requirements of this Section are material to City’s entry into this Agreement and any breach of this Section by the Contractor shall be deemed a material breach of this Agreement. In addition to the indemnity provisions of this Agreement, the Contractor shall defend, indemnify and hold harmless the City for any and all Claims arising out of this Background Screening Section including, but not limited to, the disqualification of a Contract Worker by the Contractor or the City for failure to satisfy this Section.

(F.) Continuing Duty; Audit. The Contractor’s obligations and requirements that Contract Workers satisfy this Background Screening Section shall continue throughout the entire term of this Agreement. The Contractor shall notify the City immediately of any change to a Maximum Risk Background Screening of a Contract Worker previously approved by the City. The Contractor shall maintain all records and documents related to all Background Screenings and the City reserves the right to audit the Contractor’s compliance with this Section.

7. CONTRACT WORKER ACCESS CONTROLS, BADGE AND KEY ACCESS REQUIREMENTS

(A.) A CONTRACT WORKER SHALL NOT BE ALLOWED TO BEGIN WORK IN ANY CITY FACILITY WITHOUT: (1) THE PRIOR COMPLETION AND CITY’S ACCEPTANCE OF THE REQUIRED BACKGROUND SCREENING; AND (2) WHEN REQUIRED, THE CONTRACT WORKER’S RECEIPT OF A CITY ISSUED BADGE. A BADGE WILL BE ISSUED TO A CONTRACT WORKER SOLELY FOR ACCESS TO THE CITY FACILITY(S) TO WHICH THE CONTRACT WORKER IS ASSIGNED. EACH CONTRACT WORKER WHO ENTERS A CITY FACILITY MUST USE THE BADGE ISSUED TO THE CONTRACT WORKER.

(B.) Badge Access Procedures. An authorized City of Phoenix badge application form is available at the City of Phoenix Badging Office, 251 W. Washington St., 2nd Floor, Phoenix, AZ 85003-1611. Each Contract Worker (as defined herein) who is furnishing Standard Risk (as defined herein) or Maximum Risk (as defined herein) services under this Agreement shall submit to the City of Phoenix, Banking & Cashiering Division, 251 W. Washington, 3rd Floor, Phoenix, AZ 85003-1611: (i) a fully completed and authorized City of Phoenix badge application form; (ii) a check in the initial badge fee amount listed below made payable to the “City of Phoenix”; and (iii) two forms of identification. One form of identification must be a government issued credential with an accompanying photograph. The second form of identification must be a valid passport; military issued identification card; immigration and naturalized services identification card; social security card; or an original birth certificate. After receipt of the badge application and payment, the Contract Worker will proceed to the badging office for processing of the badge application and issuance of the badge. The City will not process the badge application until the Contract Worker satisfies the required Background Screening (as defined herein). The Contract Worker shall comply with all requirements and furnish all requested information within five (5) business days from initial submission of the badge application or the subject Contract Worker’s badge application shall be rejected.

(C.) Key Access Procedures. If the Contract Worker’s services require keyed access to enter a City facility(s), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. The key issue/return form is available at and the completed form shall be submitted to the badging office at the address above.

(D.) Stolen or Lost Badges or Keys. Contractor shall report lost or stolen badges or keys to their local police department and must obtain a police department report (PDR) prior to re-issuance of any lost or stolen badge or key. A new badge application or key issue form shall be completed and submitted along with payment of the applicable fees listed below prior to issuance of a new badge or key.

(E.) Return of Badges or Keys. All badges and keys are the property of the City and must be returned to the City at the badging office within one (1) business day of when the Contract Worker’s access to a City facility is no longer required to furnish the services under this Agreement. Contractor shall collect a Contract Worker’s badge and key(s) upon the termination of the Contract Worker’s employment; when the Contract Worker’s services are no longer required at the particular City facility(s); or upon termination, cancellation or expiration of this Agreement.

(F.) Contractor’s Default; Liquidated Damages; Reservation of Remedies for Material Breach. Contractor’s default under this Section shall include, but is not limited to the following: (i) Contract Worker gains access to a City facility(s) without the proper badge or key; (ii) Contract Worker uses a badge or key of another to gain access to a City facility; (iii) Contract Worker commences services under this Agreement without the proper badge, key or Background Screening; (iv) Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key or applicable Background Screening; or (v) Contractor fails to collect and timely return
Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation or termination of this Agreement. Contractor acknowledges and agrees that the access control, badge and key requirements in this Section are necessary to preserve and protect public health, safety and welfare. Accordingly, Contractor agrees to properly cure any default under this Section within three (3) business days from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this Section shall constitute a breach of this Section. In addition to any other remedy available to the City at law or in equity, the Contractor shall be liable for and shall pay to the City the sum of one thousand dollars ($1,000.00) [department may insert other amount] for each breach by Contractor of this Section. The parties further agree that the sum fixed above is reasonable and approximates the actual or anticipated loss to the City at the time and making of this Agreement in the event that Contractor breaches this Section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages in the event that Contractor breaches this Section. The parties further agree that three (3) breaches by Contractor of this Section arising out of any default within a consecutive period of three (3) months or three (3) breaches by Contractor of this Section arising out of the same default within a period of twelve (12) consecutive months shall constitute a material breach of this Agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this Agreement, at law and in equity including, but not limited to, termination of this Agreement.

(G.) Badge and Key Fees. The following constitute the badge and key fees under this Agreement. The City reserves the right to amend these fees upon thirty (30) days prior written notice to Contractor.

<table>
<thead>
<tr>
<th>Fee Type</th>
<th>Fee Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Badge Fee</td>
<td>$55.00</td>
<td>per applicant</td>
</tr>
<tr>
<td>Replacement Badge Fee</td>
<td>$55.00</td>
<td>per badge</td>
</tr>
<tr>
<td>Lost / Stolen Badge Fee</td>
<td>$55.00</td>
<td>per badge</td>
</tr>
<tr>
<td>Replacement Key Fee</td>
<td>$55.00</td>
<td>per key</td>
</tr>
<tr>
<td>Lost / Stolen Key Fee</td>
<td>$55.00</td>
<td>per key</td>
</tr>
<tr>
<td>Replacement Locks</td>
<td>$55.00</td>
<td>per lock</td>
</tr>
</tbody>
</table>
ATTACHMENT ‘A’ – OFFER FORM

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. ____________________________________________________

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 Agreement. 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.

THE VENDOR MANAGEMENT SYSTEM ID NUMBER.

PROPOSER MUST BE IN COMPLIANCE AT THE TIME OF AWARD.
NON-COMPLIANCE WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND/OR REJECTED

Enter Vendor Management System ID Number in the black box

ID Number can be located by signing on at http://bizopps.phoenix.gov

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

_________________________ __________________________
Authorized Signature Date

_________________________
Printed Name and Title

_________________________
Company Name Address

_________________________
City, State and Zip Code

_________________________
Telephone Number

_________________________
Company’s Fax Number

_________________________
Company’s Toll Free #

_________________________
Email Address
## ATTACHMENT ‘B’ – SOLICITATION CONFLICT AND TRANSPARENCY DISCLOSURE FORM

All questions must be answered or your bid or proposal will be deemed non-responsive.

1. **Name of person submitting this disclosure form.**

   First: ___________________________ M.I. _____ Last: ___________________________ Suffix: _____

2. **Agreement information.**

   a) Solicitation # or Name: ____________________________________________________________

3. **Name of individual(s) or entity(ies) seeking an Agreement with the City (i.e. parties to the Agreement).**

   __________________________________________________________

4. **List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.**

   - [ ] Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.
   - [ ] Names of partner, parent, joint venture or subsidiary entities, and all board members, executive committee members, and officers of each entity:

5. **List any individuals or entities that will be subcontractors on this Agreement.**

   - [ ] Not applicable. No subcontracts will be retained for this Agreement.
   - [ ] Subcontractors may be retained, but have not been selected at the time of this submission.
   - [ ] List of subcontracts, including the name of the owner(s), and business name:

6. **List any attorneys, lobbyist, or consultants retained by any individuals listed in Question 3, 4, or 5 to assist in seeking this Agreement.**

   - [ ] Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this Agreement.
   - [ ] List of attorneys, lobbyist, or consultants retained to assist in seeking this Agreement:

7. **Disclosure of conflict of interest.**

   Are you aware of any fact(s) with regard to this Agreement that would raise a “conflict of interest” issue under Section 43-34 of the City Code or A.R.S. 38-501 et. seq.?

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

**Notice Regarding Prohibited Interest in Agreements.**

Please be aware, State Law and the City’s Charter and Code prohibits public officers or employees as well as their close relatives and any businesses they or their relatives own from (1) representing any person or business for compensation or (2) doing business with the City by any means than through a formal procurement; or (3) doing business with the City without disclosing the interest. The prohibition extends to subcontracts on City Agreements, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. A.R.S. Section 38-501 et. seq., for more information (City Charter, Chapter 11, Section 1 applies the state law for conflict of interest to city employees).

Please note that any Agreement in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer’s City service.
## Acknowledgements

**Solicitation Transparency Policy - No Contact with City Officials or Staff during Agreement Evaluation**

- I understand that a person or entity who seeks or applies for a city Agreement or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the Agreement after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the Agreement 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 Section 43-34 & 43-36 of the City Code by respondents, or their agents, may lead to **disqualification**.

## Oath

- I swear or affirm that the statements contained in this Form, including any attachments, to the best of my knowledge are true, correct, and complete.

Your Name: ________________________________  Title: ________________________________

**Company Name or DBA:**

________________________________________________________________________

Date: __________
ITEMIZED SERVICE BUDGET

I. PERSONNEL

<table>
<thead>
<tr>
<th>Number of Positions</th>
<th>FTE Level</th>
<th>Position Title</th>
<th>Total Salary for the Contract Period</th>
<th>% Allocated Service</th>
<th>TOTAL SERVICE COST</th>
<th>TOTAL CITY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL: $0.00 $0.00

*A = % Administrative Functions  D = % Direct Service Functions  O = % Other (excluded portion)

II. EMPLOYEE RELATED EXPENSES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BASIS</th>
<th>TOTAL CITY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Various Fringe Benefits</td>
<td>$0.00</td>
<td>$0.00 $0.00</td>
</tr>
</tbody>
</table>

TOTAL: $0.00 $0.00

III. PROFESSIONAL AND OUTSIDE SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BASIS</th>
<th>TOTAL CITY COST</th>
</tr>
</thead>
</table>

TOTAL: $0.00 $0.00

IV. TRAVEL

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BASIS</th>
<th>TOTAL CITY COST</th>
</tr>
</thead>
</table>

TOTAL: $0.00 $0.00

V. MATERIALS AND SUPPLIES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BASIS</th>
<th>TOTAL CITY COST</th>
</tr>
</thead>
</table>

TOTAL: $0.00 $0.00

VI. OPERATING SERVICES

<table>
<thead>
<tr>
<th>ITEM</th>
<th>BASIS</th>
<th>TOTAL CITY COST</th>
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TOTAL: $0.00 $0.00

VII. EQUIPMENT

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<th>ITEM</th>
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<th>TOTAL CITY COST</th>
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TOTAL: $0.00 $0.00

VIII. INDIRECT

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<th>ITEM</th>
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<th>TOTAL CITY COST</th>
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TOTAL: $0.00 $0.00

SUBTOTAL ADMIN COST: $0.00 $0.00

TOTAL SERVICE COST: $0.00 $0.00

REVENUE SOURCES:

TOTAL REVENUE: $0.00 $0.00
## ATTACHMENT ‘D’ – NARRATIVE

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<th>Why the specific amount is being requested?</th>
<th>How will the requested amount be used?</th>
<th>How was the requested amount estimated?</th>
<th>Funding Source</th>
<th>Is this match? Yes/No</th>
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RFP-17-VHS-2 Outreach and Engagement Services for Persons Experiencing Homelessness Page | 32
ATTACHMENT ‘E’ – FISCAL ABILITY QUESTIONNAIRE

**Organization Structure**

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 be 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
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**

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 ‘F’ – AUTHORIZED SIGNATORY FORM
For Individual, Co-Partnership, Or Corporation

TO: Monique A. Bond, Procurement Officer
City of Phoenix
Human Services Department
200 West Washington Street, 18th Floor
Phoenix, Arizona  85003-1611

To Whom it may Concern:

____________________________________, does hereby designate and authorize ______________________________, whose signature appears below, to execute and sign the documents checked below on behalf of:

____________________________________________.
(Contractor/Consultant/Company/Agency/Organization Name)

1. The Contract
2. Amendments
3. Invoices/Payment Requests
4. All other documents or forms submitted necessary to the execution of the contracted services.
5. All Four
(Please check one or more of the squares as applicable.)

The authority herein granted shall be for the duration of this Contract to provide services to Outreach and Engagement for Persons Experiencing Homelessness or until express notice of revocation has been duly given in writing, whichever is the lesser period.

Dated this ______ day of ________, 2017.

By ______________________________
(Signature of Officer) ______________________________
(Title)

Signature/Title of Person Authorized to Sign: ______________________________
Signature/Title of Person Authorized to Sign: ______________________________
Signature/Title of Person Authorized to Sign: ______________________________

STATE OF ARIZONA )
) SS.
COUNTY OF _________________ )

This instrument was acknowledged before me this _____ day of ______________________________, 2017 by ______________________________ appearing before the undersigned Notary Public, and stated that he executed such instrument on behalf of said Individual, Co-Partnership, or Corporation for the purpose and consideration therein expressed.

My Commission Expires ______________________________
(Month/Day/Year) ______________________________
(Notary Public Signature)
ATTACHMENT ‘G’ – AFFIDAVIT OF ASSURANCES

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

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

1. The City is relying on the Proposer’s submitted information and the representation that the Proposer has the capability to successfully undertake and complete the responsibilities and obligations submitted in its proposal and in the resulting Agreement.

2. The City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Proposer.

3. The Proposer 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 Proposer 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 Proposer in connection with this proposal shall be borne solely by the Proposer. Under no circumstances shall the City be responsible for any costs associated with the Proposer’s submittal or the RFP process.

9. The Proposer has not in any manner, directly or indirectly, conspired with any person or party to unfairly compete or compromise the competitive nature of the RFP process.

10. The contents of this proposal have not been communicated by the undersigned 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 Proposer’s knowledge, the information provided in its proposal is true and correct and neither the undersigned Proposer nor any partner, corporate officer or managing employee have ever been convicted of a felony or a crime involving moral turpitude.

Signature(s)

Proposer’s Contracting Entity (Legal Name):

*The successful proposer must be authorized to transact business in Arizona and be in good standing prior to Agreement 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 proposer.*
ATTACHMENT ‘H’ – REFERENCES

Provide three (3) 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.

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<th>REFERENCE 1</th>
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<td>Organization:</td>
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<td>City:</td>
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<td>Contact:</td>
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<td>Contact Phone Number:</td>
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<td>Brief Description of Services Provided:</td>
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<td>Dates of Service:</td>
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<th>REFERENCE 2</th>
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<td>Brief Description of Services Provided:</td>
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<td>Brief Description of Services Provided:</td>
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<td>Dates of Service:</td>
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</table>
ATTACHMENT ‘I’ – STAFF ORGANIZATION CHART

(Attach a copy of your Staff Organization Chart as Attachment I)
ATTACHMENT ‘J’ – 501c(3) DETERMINATION LETTER

(If organized as a Charitable Organization attach a copy of your 501c(3) IRS Determination Letter as Attachment J)
ATTACHMENT ‘K’ – ANNUAL AUDITED FINANCIAL STATEMENTS

(attach a copy of your Annual Audited Financial Statements as Attachment K)
EXHIBIT ‘A’ – SAMPLE PAYMENT REQUEST FORM

City of Phoenix, Human Services Department
Victim and Homeless Services Division
Contract Payment Request Form

<table>
<thead>
<tr>
<th>Line Item Expenditures</th>
<th>A. Contract Budget Amount</th>
<th>B. Amount Requested Year to Date (from D. previous claim)</th>
<th>C. Amount of this Request</th>
<th>D. New Total Request Year to Date (B + C)</th>
<th>E. New Balance in Expenditures</th>
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<td>I. Personnel</td>
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Signature certifies that all activities performed with contracted funds have been carried out in accordance with the contract to the best of your knowledge

Authorized Signature: ____________________________  Name / Title: ____________________________  Date: ____________________________

Payment Requirements: An authorized signature is required. After signature, please SCAN & EMAIL this form. An incomplete or incorrect payment request will be returned for correction and may delay payment.

Supporting documentation MUST be submitted with claim. Acceptable documentation is a General Ledger or Trial Balance page with charges circled.

This claim must be received by the City of Phoenix Human Services Department by the 15th day following the end of the month being reported. Completed forms should be emailed to:

COP / HSD / VHS USE ONLY

ACCOUNTING DATA:

Administrative Assistant II: ____________________________  Date: ____________________________  Amount: ____________________________  Vendor #: ____________________________  Cost Center: ____________________________

HSD Program Coordinator: ____________________________  Date: ____________________________  Fund: ____________________________  GL Account: ____________________________

HSD Fiscal: ____________________________  Date: ____________________________  Ordinance #: ____________________________
OUTREACH AND ENGAGEMENT SERVICES FOR PERSONS EXPERIENCING HOMELESSNESS

CITY OF PHOENIX
HUMAN SERVICES DEPARTMENT/Victim and Homeless Services Division

CONTRACT PAYMENT REQUEST FORM DETAIL

Contractor Name: ____________________________ Contract Period: ____________________________ Activity: ____________________________

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Explanation of adjustments required for prior months that are included in the current month:

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EXHIBIT ‘B’ – PROPOSAL CHECKLIST

THIS CHECKLIST DOES NOT NEED TO BE RETURNED WITH YOUR PROPOSAL

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

☐ Cover Letter. Not included in maximum page limit
☐ Résumés (maximum of two pages per résumé).
☐ Response to proposal evaluation criteria (maximum page limit of 35)
☐ Original Offer Form signed by Authorized Signatory (Attachment A). Not included in maximum page limit
☐ Solicitation Conflict and Transparency Disclosure Form signed by Authorized Signatory (Attachment B). Not included in maximum page limit
☐ Itemized Service Budget (Attachment C). Not included in maximum page limit
☐ Budget Narrative (Attachment D). Not included in maximum page limit
☐ Fiscal Ability Questionnaire (Attachment E). Not included in maximum page limit
☐ Authorized Signatory Form (Attachment F). Not included in maximum page limit
☐ Affidavit of Assurances (Attachment G). Not included in maximum page limit
☐ References (Attachment H). Not included in maximum page limit
☐ Staff Organization Chart (Attachment I). Not included in maximum page limit
☐ 501c(3) Determination Letter (Attachment J), if applicable. Not included in maximum page limit
☐ Annual Audited Financial Statements (Attachment K). Not included in maximum page limit
☐ Solicitation Addenda signed by Authorized Signatory, if applicable. Not included in maximum page limit
☐ One (1) original hard copy and five (5) photocopies of proposals, are in a sealed package/envelope with your company name and address. Each Proposal must be individually submitted in a sealed package and marked with the Proposer’s name and the name of this RFP, and clearly indicating which target population group(s) the Proposal is being submitted. If you propose to provide services to both target population groups, you must submit two (2) separate and complete proposals
☐ Are Proposals submitted in six (6) separate binders?
☐ Mail or deliver the proposals to:

City of Phoenix Human Services Department
Attn: Monique A. Bond, Procurement Officer
200 W. Washington Street, 18th Floor, Reception Area Submittal Box
Phoenix, Arizona 85003-1611

Request for Proposal, RFP-17-VHS-2
Outreach and Engagement for Persons Experiencing Homelessness
Due Date: March 30, 2017 by 2:00 P.M. Arizona Local Time