

EXHIBIT A



**City of Peoria, Arizona  
Notice of Request for Proposal  
for Professional Services**



Request for Proposal No.: **P20-0008** Proposal Due Date: **August 22, 2019**  
 Materials and/or Services: **Homeless Navigation Services** Proposal Due Time: **5:00 P.M. AZ Time**  
 Pre-Proposal Date: **August 12, 2019 @ 2:00 PM AZ Time**  
 RFP Mailing Address: **9875 N. 85<sup>th</sup> Avenue, 2<sup>nd</sup> Floor** Pre-Proposal Location: **1st Floor Point of View Conference Room**  
**Peoria, AZ 85345**  
 Contact: **Drew Ashmun**  
 Phone: **(623) 773-7115**

In accordance with City of Peoria Procurement Code, competitive sealed proposals for the services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope. All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

**OFFER**


To the City of Peoria: The undersigned, on behalf of the entity, firm, company, partnership, or other legal entity listed below, offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact Telephone: 602-346-3395 Fax 602-272-5614  
 Name Nathan Smith Email nathansmi@phoenixrescuemission.org  
Phoenix Rescue Mission Paul Reickert  
 Company Name Authorized Signature for Offer  
1540 W. Van Buren Paul Reickert  
 Address Printed Name  
Phoenix AZ 85007 Ceo  
 City State Zip Code Title

**ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)**

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City, 2.) Your offer in Response to the City's Request for Proposal, and 3.) This written acceptance and contract award.

As the awarded professional service provider, you are now legally bound to provide the services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The professional service provider shall not commence any billable work or provide any services under this contract until the professional service provider receives an executed Purchase Order or a Notice to Proceed.

Attested by:  
Rhonda Geriminsky for  
 Rhonda Geriminsky, City Clerk  
  
 Copyright 2003 City of Peoria, Arizona

City of Peoria, Arizona Effective Date 10/9/2019  
 Approved as to form:  
Vanessa P. Flickman for  
 Vanessa P. Flickman, City Attorney  
 Contract Number \_\_\_\_\_  
ACON46519  
 Contract Awarded Date 10/8/2019  
Christine Finney  
 Materials Manager

**ORIGINAL SOLICITATION**

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## REQUEST FOR PROPOSAL

### INSTRUCTIONS TO OFFEROR

#### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

#### 1. PREPARATION OF PROPOSAL:

- a All proposals shall be on the forms (if any) provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Offer sheet.
- d If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e Periods of time, stated as a number of days, shall be calendar days.
- f It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the purchasing agent whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The purchasing agent may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and, if so, will not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the *City of Peoria Procurement Code*. A professional service provider submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a professional service provider (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of services within thirty (30) calendar days after receipt of services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Offeror provided payment is made within the discount period.

9. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

10. **VENDOR REGISTRATION:** After the award of a contract, the successful Offeror shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

#### 11. AWARD OF CONTRACT:

- a Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to
  - (1) Waive any immaterial defect or informality; or
  - (2) Reject any or all proposals, or portions thereof, or
  - (3) Reissue a *Request For Proposal*.

- b A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



## STANDARD TERMS AND CONDITIONS

**Materials Management  
Procurement**  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Professional Services Provider, (Consultant), certifies:
  - a. The submission of the offer did not involve collusion or other anti-competitive practices.
  - b. The Consultant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
  - c. The Consultant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Consultant may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Consultant, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Consultant the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, including Section 508, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter, "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.



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This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Consultant shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Consultant in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Consultant, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Consultant's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will 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 will forthwith be physically amended to make such insertion or correction.
9. **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.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Consultant should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written



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approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime Consultant shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime Consultant shall be approved by the City and any cost savings will be reduced from the prime Consultant's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Consultant from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses and costs, including reasonable attorney fees and court costs, but only to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Consultant in the performance of the contract. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Last minute failure of office equipment is not force majeure.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall



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notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he 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 the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT:** The City may, at reasonable times, inspect the part of the place of business of a Consultant or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Consultant warrants that all services delivered under this contract shall conform to the specifications of this contract. Consultant warrants that all services shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All services are subject to final inspection and acceptance by the City. Services failing to conform to the specifications of this Contract will be held at Consultant's risk and may be returned to the Consultant. If so returned, all costs are the responsibility of the Consultant. The City may elect to do any or all:
  - a. Waive the non-conformance.
  - b. Stop the work immediately.
  - c. Bring material into compliance.

This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of service shall not pass to the City until the City actually receives the service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **LICENSES:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
27. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Consultant or any other person except with the prior written permission of the City.
28. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
29. **COST OF PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.



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30. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
31. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract, without prior written consent of the City.
32. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
33. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
34. **DISCLAIMER:** The City of Peoria, Arizona provides current and complete solicitation information for registered Plan Holders only. Updates, amendments and related information regarding the solicitation contained herein will be delivered only to registered Plan Holders. The City assumes no liability or duty to so update or send any update to persons who are not Plan Holders. Any person who acquires these documents from any source other than the City website or directly from the Materials Management Division, has no assurance that the solicitation is valid. No person may amend this document, nor may any person publish it without this disclaimer.
35. **PAYMENT:** A separate invoice shall be issued for each service performed, and no payment will be issued prior to receipt of services and correct invoice.
36. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
37. **PROHIBITED POLITICAL CONTRIBUTION:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



## SPECIAL TERMS AND CONDITIONS

Solicitation Number: P20-0008

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1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for **Homeless Navigation Services**.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for sixty (60) days after the opening time and date.
4. **Eligible Agencies:** Any contract resulting from this Solicitation shall be for the use of all City of Peoria departments, agencies and boards.
5. **Cooperative Purchasing:** While this contract is for the City of Peoria, other public agencies and political subdivisions may express interest in utilizing the contract. In addition to the City of Peoria, and with approval of the contractor, this contract may be extended for use by other eligible public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State). Eligible public agencies may elect to utilize the contract through cooperative purchasing (or piggybacking) on the contract and do so at their discretion. No volume is implied or guaranteed, and the contractor must be in agreement with the cooperative transaction. The Strategic Alliance for Volume Expenditures (SAVE), a group of school districts and other public agencies, have signed an intergovernmental cooperative purchase agreement to obtain economies of scale. As a member of SAVE, the City of Peoria will act as the lead agency. Any such usage by other participating public agencies must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective public agency. Potential participating public agencies (i.e. municipalities, school districts, nonprofit educational institutions, public health institutions, community facilities districts, and government agencies of the State) recognize potential equipment, logistical and capacity limitations by the contractor may limit the contractor's ability to extend use of this contract. Any orders placed to the contractor will be placed by the specific public agency participating in this purchase, and payment for purchases made under this agreement will be the sole responsibility of each participating public agency. The City of Peoria shall not be responsible for any disputes arising out of transactions made by others.
6. **Contract Type:** Fixed Price
7. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
8. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
9. **Affirmative Action:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products and services.
10. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award.
11. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 30 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.
12. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of



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contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

13. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
14. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
15. **Performance Warranty:** This section does not relieve Consultant from its obligation to provide Work and Materials/Design Materials appropriate to the purposes of this Project. Nothing in this Agreement creates any contractual liability between the City of Peoria and any Subcontractor; however, the City of Peoria is an intended third-party beneficiary of all contracts for services, all Subcontracts, purchase orders and other agreements between the Consultant and third parties. The Consultant must incorporate the obligations of this Agreement into its respective Subcontracts, supply agreements and purchase orders.
16. **Permits and Approvals:** Consultant agrees and undertakes to obtain necessary permits and approvals, as per the scope of work, from all local, state and federal authorities for the project. In all other cases, the consultant agrees to assist the city to obtain all necessary permits and approvals from all local, state, and federal authorities for the project.
17. **Scope of Work Deliverable:** The successful Consultant shall prepare and provide a detailed Scope of Work for the project. The finalized Scope of Work shall include the agreed upon approach, method, format, and timing to complete the project.
18. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance of the contract. The Consultant shall provide and maintain an inspection system which is acceptable to the City.
19. **Investigation of Conditions:** The Consultant warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Consultants own investigation.
20. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
21. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.
22. **Invoices:** The Consultant shall submit invoices to the City of Peoria Accounts Payable Department, 8401 W. Monroe St, Peoria AZ 85345. Invoices may also be submitted electronically to [accountspayable@peoriaaz.gov](mailto:accountspayable@peoriaaz.gov).
23. **Payments:** The City shall pay the Consultant monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
24. **Insurance Requirements:** The Consultant, at Consultant's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.  
  
All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.  
  
The Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.  
  
Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.



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The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Consultant to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Consultant's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

**25. Required Insurance Coverage:**

**a. Commercial General Liability**

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Contract the Consultant subcontracting any part of the work, services or operations awarded to the Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Consultant Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Consultant's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Consultant's Commercial General Liability insurance.

**b. Automobile Liability**

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Consultant's any owned, hired, and non-owned vehicles assigned to or used in performance of the Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

**c. Workers' Compensation**

The Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.



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In case any work is subcontracted, the Consultant will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Consultant.

**d. Professional Liability**

The Consultant retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Consultant, or any person employed by the Consultant, with a limit of not less than \$1,000,000 each claim.

- 26. Certificates of Insurance:** Prior to commencing work or services under this Contract, Consultant shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Consultant's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

- 27. Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed with respect to coverage or rating of carrier. All other changes shall be with thirty (30) days prior written notice to the City.

**28. Independent Contractor:**

**a. General**

- i. The Consultant acknowledges that all services provided under this Agreement are being provided by him as an independent Consultant, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Consultant is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

**b. Liability**

- i. The City of Peoria shall not be liable for any acts of Consultant outside the scope of authority granted under this Agreement or as the result of Consultant's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Consultant shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for costs or damages for which the Consultant is legally responsible or for which the City is vicariously liable on account of the Consultant's willful or negligent acts, errors or omissions.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

**c. Other Benefits**

The Consultant is an independent Consultant, therefore, the City Manager will not provide the Consultant with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Consultant acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Consultant.

- 29. Key Personnel:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions.



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- a. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
- b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

**30. Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Manager of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Materials Manager makes a written determination.
- c. The Materials Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Materials Manager determines to disclose the information, the Materials Manager shall inform the person in writing of such determination.

**31. Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:

- a. Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.
- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
- c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contract's retention requirements.
- d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
- e. Ensure that offices and workspaces containing customer information are secure.
- f. Ensure that computer virus protection is up to date.

**32. Confidentiality of Records:** The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the contract. These provisions shall not restrict the Design Professional from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.



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33. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific service awarded by the issuance of a purchase order to the appropriate Consultant. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded service that cites the correct contract number is the only document required for the department to order and the Consultant to delivery the service.
- Any attempt to represent any service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Consultant.
34. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
35. **Licenses:** Consultant shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
36. **City of Peoria Business License:** Peoria City Code requires that all persons conducting business in the City of Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at [salestax@peoria.AZ.gov](mailto:salestax@peoria.AZ.gov).
37. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City by providing a written thirty (30) day notice of termination.
38. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the Consultant to carry out any obligation, term or condition of the contract. The City will issue written notice to the Consultant for acting or failing to act as in any of the following:
- a. The Consultant provides material that does not meet the specifications of the contract;
  - b. The Consultant fails to adequately perform the services set forth in the specifications of the contract;
  - c. The Consultant fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
  - d. The Consultant fails to make progress in the performance of the contract and/or gives the City reason to believe that the Consultant will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the Consultant shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the Consultant to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
  - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
  - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Consultant;
  - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the Consultant by:
    - i. Deduction from an unpaid balance;
    - ii. Or any other remedies as provided by law.
39. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:



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- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.

- 40. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

- a. Transportation:
  - i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
  - ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).
- b. Lodging and Meals:
  - i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
  - ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <https://www.visitpeoriaaz.com/local-amenities/where-to-stay>

- 41. **Protest Policy and Procedures:** The City of Peoria protest policy and procedures are available for review at the following public websites.
  - a. The City of Peoria Protest Policy and Procedures are available online at <https://www.peoriaaz.gov/government/city-law/city-code>. The policy is contained within the City of Peoria Procurement Code, Chapter 26 - Administration, section 26-121. Procurement Code Protests; Informal and Formal.
  - b. The specific protest procedures are contained in the Materials Management "Procurement Guidelines" and can be accessed at <http://www.peoriaaz.gov/procurement>.



## SCOPE OF WORK

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#### I. PURPOSE

Peoria is seeking non-profit partner(s) to provide navigation services to Peoria's homeless for the purpose of transitioning individuals and families out of homelessness and on a path to stable housing.

#### II. BACKGROUND

The City of Peoria consists of approximately 178 square miles of residential, commercial, industrial and municipal developments. The City has an estimated population of 179,000. During the most recent homeless point-in-time count, the City identified 78 individuals living in places not meant for human habitation. Regionally, the Maricopa Continuum of Care counted over 3,195 homeless individuals on the streets in Maricopa County. Homelessness remains a regional issue, and the City of Peoria intends to address this issue proactively.

The City of Peoria Police Department Crisis Intervention Team (CIT)/Misdemeanor Repeat Offender Program (MROP) unit focuses its efforts on homeless outreach with the goal of assisting those experiencing homelessness with breaking the cycle and finding appropriate resources. The CIT/MROP unit is committed to keeping those in crisis and experiencing homelessness from repeated involvement with the Criminal Justice System by working with the Court.

The Neighborhood & Human Services Department currently administers the Community Development Block Grant (CDBG) from the U. S. Department of Housing and Urban Development (HUD). In addition, the City of Peoria provides local funding to nonprofit agencies to address the social needs of the community.

The City has identified resources that will be made available for homeless navigation services to assist in transitioning homeless individuals and families in the City to appropriate care and stable housing

#### III. SCOPE OF WORK

Contractor(s) shall provide Peoria with homeless navigation services, based on need, to assist homeless individuals and families transition from the streets to permanent housing and housing stability. Such services could include, but not be limited to, the following:

- a. Outreach, identification, progressive engagement and trust-building with homeless living on the streets
- b. Case management
- c. Targeted intervention
- d. Connection to services and resources needed to end homelessness (including, but not limited to, basic needs, medical/behavioral health services, housing navigation, educational and job training assistance, and transportation assistance)
- e. Criminal justice diversion

Contractor(s) will also coordinate efforts with the local business community, the faith-based community, Peoria public safety personnel, affected City departments, and other relevant parties.

Contractor(s) shall have experience in providing progressive engagement and support services delivered by highly-qualified navigators for the purpose of removing barriers to housing and providing continuity of services to assist the homeless in achieving and maintaining housing stability.

Contractor(s) shall be familiar with the Coordinated Entry System, and shall, to the extent feasible, coordinate and integrate coordinated entry into practices and processes.



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#### A. Program Goals

Overall program goals will include:

- a. Reduce street homelessness
- b. Reduce homeless involvement in the criminal justice system
- c. Increase the number of homeless receiving support services
- d. Connect homeless to housing
- e. Connect homeless to employment

#### B. Eligible Participants

Eligible project participants are homeless persons, as described below. Participants will generally meet the following definition of homeless:

- a. Individuals/families that lack a fixed, regular and adequate night time residence; and
- b. Have a primary residence that is a public or private place not meant for human habitation; or
- c. Sleep in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government projects)

#### C. Budget and Contract Term

Budget – This contract will be funded with a one-time general fund budget allocation of up to \$75,000. Future funding for this activity, if any, is undetermined at this time. Any future funding will be allocated through the City's annual budget process.

Contract Term - The initial contract term is anticipated to commence upon completion of the procurement process and end on June 30, 2020. If additional funding is made available, this contract may be extended by mutual written contract amendment for supplemental periods of 12 months, up to four additional years.

#### D. Contractor Responsibilities

Contractor(s) shall provide all equipment, materials, supplies and personnel necessary to deliver homeless navigation services to Peoria homeless.

Contractor(s) shall be responsible for compliance with all federal, state and local laws, regulations, statutes, codes, etc. governing the operation of these services.

Contractor(s) will be expected to coordinate services provided with the City's Crisis Intervention Team to ensure the most effective and efficient delivery of services to Peoria's homeless.

#### E. Personnel

Contractor(s) shall provide all labor, including supervisory personnel, for the efficient and effective delivery of services. Contractor(s) will identify an individual to act as liaison with the City for the administration of this contract. Contractor(s) shall act and work in a professional manner so as not to bring undue criticism to the City.



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#### F. Reporting

Contractor(s) shall provide to the City, not later than the 15<sup>th</sup> of each month, written progress reports of contracted activities. These reports shall include a summary report of services provided along with the following information.

- a. The number of individuals contacted and where
- b. The number of individuals receiving case management
- c. The number of individuals accepting services by type of services accepted
- d. The number of individuals who were successfully placed in housing
- e. The number of individuals who received/completed education services
- f. The number of individuals who received workforce assistance/found gainful employment
- g. The number of individuals who were successfully diverted from the court system
- h. Other data that is valuable to the determination of program success; including Individual success stories
- i. When reasonable and feasible, contractor should track demographic information on homeless individuals and families receiving housing and/or services

At the end of the contract term, contractor(s) will provide the City with a comprehensive report covering the agreed upon objectives, activities and expenditures for the period. This report shall be due no later than 15 days after the end of the contract term.

Contractor(s) shall also participate in the Homeless Management Information System (HMIS) for purposes of compiling and reporting on clients served and related outcomes.

#### G. Payment

Contractor(s) shall invoice the City on a quarterly basis; based upon work completed to date. More frequent billings are acceptable. The invoices to the City shall identify the specific work performed and shall be accompanied by sufficient documentation to support the costs incurred. Invoices shall be directed to the Neighborhood & Human Services Department.

Payment will be made within 30 days of receipt of a complete and accurate payment request from the contractor and acceptance of the work by the City.

If the contractor(s) fails to perform the work in accordance with the contract, the City may deduct or hold part or all payments due to the contractor.



## SUBMITTAL REQUIREMENTS

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**I. PROPOSAL CONTENT:** The following items shall be addressed in the proposal:

**A. Firm's & Staff's Capabilities and Experience**

- Brief history of the firm's history and experience
- Location of the offices performing the services
- Provide firm's applicable certifications and licenses
- Number of staff, assignments and qualifications
- Include individual staff's credentials/licenses/certifications

**B. Project Understanding and Method of Approach**

- Response time and methods to respond to City's request for service.
- The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the scope of work.
- The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action.

**C. Cost Considerations**

- Offeror to submit pricing (in their own format). Include sufficient detail and identify any inclusions, exclusions or limitations that may apply.

**D. Similar Project Experience**

- References – Utilizing the Questionnaire, provide a list of three (3) clients with projects similar in scope and size, completed within the last five (5) years.

**E. Conformance to RFP:**

- Failure to provide all requested information may result in firm's proposal being rejected as non-responsive.
- Complete and return all City forms.
- Exceptions – Any exceptions to any part of the RFP must be clearly noted and identified.

**II. PRE-SUBMITTAL MEETING:** A pre-submittal meeting will be held at the following place and time:

**ADDRESS:** 9875 N. 85<sup>th</sup> Ave W, Monroe Street  
Peoria, Arizona 85345  
Point of View Conference Room

**DATE:** **August 12, 2019**

**TIME:** **2:00 PM, Arizona Time**

All interested parties are urged to attend the pre-submittal Conference. Since the City staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal meeting, it is strongly recommended that interested firms send a representative.



## SUBMITTAL REQUIREMENTS

Solicitation Number: **P20-0008**

### Materials Management Procurement

9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345-6560  
Phone: (623) 773-7115  
Fax: (623) 773-7118

III. **EVALUATION CRITERIA:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- a. Firm's & Staff's Capabilities and Experience (250 PTS)
- b. Project Understanding and Method of Approach (250 PTS)
- c. Cost Considerations (150 PTS)
- d. Similar Experience / References (250 PTS)
- e. Conformance to Request for Proposals (100 PTS)

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

IV. **PROPOSAL DUE DATE AND CONTACT INFORMATION:**

Proposals are due no later than **5:00 P.M. on August 22, 2019**. This is not a post-mark date.

V. Proposals shall be limited to 10 pages and shall be on 8 1/2" & 11" paper with the text on one side only. Proposals shall be submitted in one (1) original (**Do Not Bind The Original**) and Five (5) copies and shall be delivered to:

City of Peoria  
Materials Management (2<sup>nd</sup> Floor)  
9875 N. 85<sup>th</sup> Avenue  
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package as shown below:

Attention: Materials Management  
Reference: RFP# P20-0008, Homeless Navigation Services  
Submitted by: Company Name

All questions regarding this proposal should be submitted in writing and directed to Drew Ashmun via E-mail at [drew.ashmun@peoriaaz.gov](mailto:drew.ashmun@peoriaaz.gov).

*Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process*

devoted to this project; program supplies such as ID vouchers, motel vouchers, bus passes, hygiene kits, and water; and vehicle mileage.

#### **D. Similar Project Experience**

- References – Utilizing the Questionnaire, provide a list of three (3) clients with projects similar in scope and size, completed within the last five (5) years.

##### **1) City of Glendale**

- Contact Name: Tia LaFrambois
- Email: tlaframbois@glendaleaz.com
- Project Name: Glendale Works
- Project Cost: \$210,906

The Glendale Works Program provides day labor opportunities to individuals living on the streets. Teams of workers conduct beautification projects that involve removing trash and doing basic landscaping in blighted areas. PRM is contracted with the City of Glendale for service projects and PRM recruits independent contractors to perform the work. Each individual contractor is paid at a minimum wage rate. Individuals who are interested in changing their life situation will work with a PRM case manager who will connect them to the resources that will help them end their homelessness and overcome their life-controlling problems. The focus of this program is to bring meaningful solutions to people experiencing homelessness, instill them with a sense of dignity and self-worth, and give neighborhoods a cleaner and safer appearance.

##### **2) City of Avondale**

- Contact Name: Sheryl Steele
- Email: ssteele@avondaleaz.gov
- Project Name: Homeless Outreach and Navigation
- Project Cost: \$33,000

PRM will work with the City of Avondale to identify homeless people living on the streets and other unsafe areas; provide them with water, hygiene items, and other supplies; encourage them to go into PRM's Rescue-Assess-Place (RAP) Intake Unit or a non-PRM resource (i.e. Community Bridges, Inc.) to get the basic needs, detox, addiction recovery, vocational training, and other assistance they need to recover and become self-sustaining citizens and provide them with immediate transportation to one of these locations. This will benefit Avondale residents by getting them off the streets, out of the dangerous elements (especially the heat) and into a safe situation so they can recover from their homelessness and addictions.

3) City of Goodyear

- Contact Name: Christina Plante
- Email: Christina.panaitescu@goodyearaz.gov
- Project Name: Homeless Outreach- General Support
- Project Cost: \$5,500

PRM will work with the City of Goodyear to identify homeless people living on the streets and other unsafe areas; provide them with water, hygiene items, and other supplies; encourage them to go into PRM's Rescue-Assess-Place (RAP) Intake Unit or a non-PRM resource (i.e. Community Bridges, Inc.) to get the basic needs, detox, addiction recovery, vocational training, and other assistance they need to recover and become self-sustaining citizens and provide them with immediate transportation to one of these locations. This will benefit Goodyear residents by getting them off the streets, out of the dangerous elements (especially the heat) and into a safe situation so they can recover from their homelessness and addictions.

**Questionnaire**

Offeror acknowledges that NO changes to the City's Insurance Requirements, Indemnification and Document Use requirements will be granted, and that any changes or modifications requested may result in the offeror's proposal being considered non-responsive.

Yes  No *If no, give reason below*

Offeror acknowledges acceptance of the City of Peoria's Standard Terms and Conditions and Special Terms and Conditions and takes no exceptions.

Yes  No *If no, give reason below*

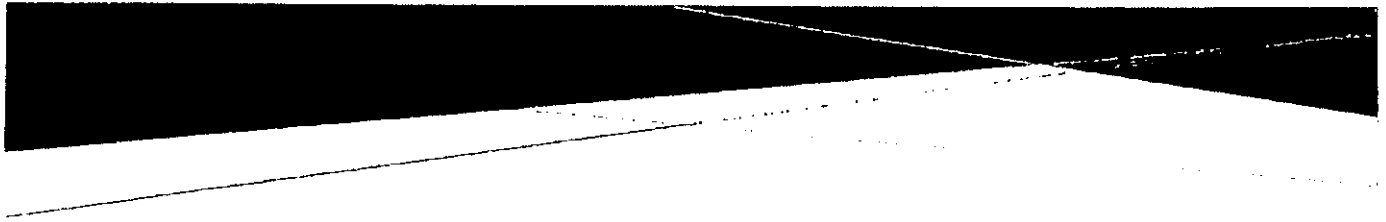
Offeror acknowledges acceptance of the City of Peoria's Scope of Work and/or Specifications and Submittal Requirements and takes no exceptions.

Yes  No *If no, give reason below*

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes \_\_\_\_\_, No   X  .

# **PROPOSAL SUBMITTAL**



# HOMELESS NAVIGATION SERVICES

City of Peoria- Notice of Request for Proposal

#### **A. Firm's & Staff's Capabilities and Experience**

Phoenix Rescue Mission (PRM) has been combatting homelessness in the Valley since 1952 and has experience providing outreach and navigation services to the homeless under municipal contracts in the cities of Peoria, Glendale, Avondale, and Goodyear. In 2014, PRM started the Police and Rescue Collaboration (PARC) Project in partnership with the City of Phoenix Police Department's Misdemeanor Repeat Offender Program (MROP) and has provided homeless services alongside the City of Peoria's MROP program since February 2017. As part of these partnerships, PRM has assisted people who have several misdemeanor citations, many of whom are homeless, in taking advantage of community resources rather than facing enhanced jail sentencing. PRM has participated in each of the seven Homeless Outreach Events conducted by the Peoria Police Department to connect homeless people to needed services. PRM looks forward to strengthening the existing partnership with the City of Peoria and enhancing our collaborative services to further improve the lives of Peoria's homeless residents.

- Location of the offices performing the services
  - Main Office
    - Mission Support Center: 1540 W. Van Buren St. Phoenix, AZ, 85007
  - Outreach Stations:
    - Peoria Community Center: 8335 W. Jefferson St. Peoria, AZ, 85345
    - Peoria Municipal Court: 10100 N 83<sup>rd</sup> Ave, Peoria, AZ, 85345
    - Peoria Police Department: 8351 W. Cinnabar Ave, Peoria, AZ, 85345
- Provide firm's applicable certifications and licenses
  - See attached documents
- Number of staff, assignments and qualifications, Include individual staff's credentials/licenses/certifications

The positions devoted to this position include Case Manager, Case Manager Assistant II, and Case Manager Assistant I. Each of these positions will be used to provide outreach and navigation services under this contract. Their qualifications are as follows:

- **Case Manager:** Bachelor's degree from an accredited university or college in Social Work, Sociology, Psychology, Counseling or social service field; 4 years' experience; or equivalent combination of education and experience required. Certification in Peer Support highly desired and ability to obtain clearance to detention facilities may be required.
- **Case Manager Assistant II:** High School diploma or GED and two years of experience performing case management in a similar setting required. Certification in Peer Support highly desired.
- **Case Manager Assistant I:** High School diploma or GED and one year experience performing case management in a similar setting required. Certification in Peer Support highly desired.

#### **B. Project Understanding and Method of Approach**

- Response time and methods to respond to City's request for service.
- The method of approach should include a written narrative to demonstrate the firm's ability to satisfy the scope of work. (The language of the written narrative should be straightforward and limited to facts, and solutions to problems and plans of proposed action.). Outreach, identification, progressive engagement and trust-building with homeless living on the streets.

The chief aim of the Homeless Outreach Program is to engage individuals experiencing homelessness into life-transforming solutions. Program services are designed to remove barriers and create new life pathways for people experiencing homelessness. The outreach team is staffed with certified peers who can personally relate to people living on the streets in Peoria. In many cases, especially with chronically homeless individuals, staff members patiently work to create rapport and consistently reengage people who refuse navigation services until they are ready to exit homelessness. PRM's outreach staff of case managers have an in-depth understanding of the complex problems individuals experiencing homelessness face, and as their situations progress, so does the level of engagement.

Case managers provide navigation to people who are awaiting a housing voucher to get their identification (birth certificates, identification cards, Social Security card, etc.), fill out housing applications, search for housing, and complete any other steps necessary to get into permanent housing. Through established partnerships, clients can receive assistance with many complex situations such as temporary pet housing and non-DCS child housing services to obtain shelter/program placement. Clients are connected to benefits like up for SNAP, AHCCCS, and Social Security income, among others. Case managers will also assist clients in other major areas of need, including: food and clothing; transportation; shelter; mental health; general



health; employment; addiction recovery; and legal issues. PRM continues to work with a host of partner agencies, including several in Peoria and the West Valley, to assist people from Peoria who are experiencing homelessness. For example, Southwest Behavioral Health Services, Partners in Recovery, Native Health Medical, A New Leaf, U.S Vets, Community Bridges Inc., Family Promise of Greater Phoenix, medication assistance treatment centers, and Adult Probation to name a few.

Individuals experiencing homelessness in Peoria will have the opportunity to be connected to services for employment through an internal vocational development service or be connected to another workforce resource if needed. Clients will also receive transportation to services and connect them to the Coordinated Entry System for housing assistance as a mobile entry point. The criminal justice diversion service of PRM's Homeless Outreach Program works with law enforcement in Peoria to identify solutions that will help people end their homelessness instead of facing jail and other punitive court sentences. Some of those services include, but are not limited to working with police officers, prosecutors and judges to set plea agreements and 3<sup>rd</sup> party releases; attending criminal court and visiting jails weekly to discuss resources and program options; transporting diversion clients from court or jail to resources and maintaining communication with police officers, prosecutors and courts with client status updates.

In addition to street outreach, another effective way of identifying service prospects is through referrals from a broad range of community stakeholders who interact with people experiencing homelessness on a regular basis. Primary referral sources of both homeless citizens and encampments include jails, courts, police, human services, parks, and transportation departments as well as libraries, businesses, nonprofit agencies, faith groups and basic outreach by PRM staff. These stakeholders in Peoria will have access to a PRM phone line and email address that links directly to every member of the outreach team in order to ensure prompt responses for service whenever they encounter homeless individuals. During the hours of 8am-4pm on Monday-Saturday, PRM will respond to referrals by stakeholders within a maximum of 3 hours of receiving an email or phone call request to engage an individual, and in most cases will seek to respond within an hour.

### **C. Cost Considerations**

- Offer or to submit pricing (in their own format). Include sufficient detail and identify any inclusions, exclusions or limitations that may apply.

During the contract period Phoenix Rescue Mission will provide the City of Peoria with 40 hours of service each week. This may come in the form of 5 full days (8 hours/day) or another variation of hours per day, accumulating to 40 hours a week. For the current year at hand, PRM will request a pro-rated amount of \$54,000 for 9 months of service at \$6,000 per month. The nine months of service reflect the estimated launch date of the project through the end of fiscal year 2019-2020. These funds will be used to support a full-time case manager, who will be fully

Form **W-9**  
 (Rev. August 2013)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) <b>Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	Exemptions (see Instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) <b>1540 W Van Buren Street</b> City, state, and ZIP code <b>Phoenix, AZ 85007</b>	Requester's name and address (optional) <b>Phoenix Gospel Mission, Inc. dba Phoenix Rescue Mission 1540 W Van Buren Street Phoenix, AZ 85007</b>
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number										

Employer identification number									
8	6	-	6	0	5	7	7	7	1

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Aimee Fisher-Hung</i>	Date ▶ 7-17-18
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on [irs.gov/w9](http://irs.gov/w9) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1448 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1448 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1448 withholding on your share of partnership income.

INTERNAL REVENUE SERVICE  
District Director

DEPARTMENT OF THE TREASURY  
1100 Commerce St., Dallas, TX 75242

PHOENIX GOSPEL MISSION  
DBA/PHOENIX RESCUE MISSION  
1801 SOUTH 35th AVENUE  
PHOENIX, AZ 85009-6706

Person to Contact:  
Vivian Randle

Telephone Number:  
(214)767-6023

Refer Reply to:  
EP/EO:MC:4940 DAL

Date:  
March 15, 1995

EIN:86-6057771

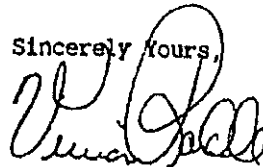
Dear Sir:

Our records show that PHOENIX GOSPEL MISSION is exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code. This exemption was granted JUNE, 1960 and remains in full force and effect. Contributions to your organization are deductible in the manner and to the extent provided by section 170 of the Code.


We have classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Internal Revenue Code because you are an organization described in section 170(b)(1)(A)(vi). Any year, that gross receipts for your organization reach \$25,000.00, you will need to file Form 990 with the Service Center. See the instructions for Form 990 for further information.

If we may be of further assistance, please contact the person whose name and telephone number are shown above.

Sincerely yours,



EP/EO Correspondence Examiner  
Customer Service Section

 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248162350  
Apr. 14, 2016 LTR 4168C 0  
86-6057771 000000 00  
00029551  
BODC: TE

PHOENIX GOSPEL MISSION  
PHOENIX RESCUE MISSION HOPELINK  
1468 N 26TH AVE  
PHOENIX AZ 85009



034781

Employer ID Number: 86-6057771  
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated Apr. 06, 2016, regarding your tax-exempt status.

We issued you a determination letter in June 1960, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c) (03).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

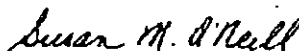
Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit [www.irs.gov](http://www.irs.gov) or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Sincerely yours,



Susan M. O'Neill, Department Mgr.  
Accounts Management Operations



# Arizona Department of Revenue Transaction Privilege Tax Exemption Certificate

**ARIZONA FORM  
5000**

This form replaces earlier forms: 5000, 5001, 5002

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt sales to qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single purchases or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

Purchaser's Name and Address <b>PHOENIX GOSPEL MISSION, INC.</b> <hr/> dba <b>PHOENIX RESCUE MISSION</b> <hr/> <b>1801 SOUTH 35th AVENUE PHOENIX AZ 85009-8706</b> <hr/> Seller's Name _____	Check Applicable Box:  <input type="checkbox"/> Single Purchase Certificate  <input checked="" type="checkbox"/> Period From: <u>07/17/1994</u> Through: <u>UNTIL NOTICE</u>
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Choose one transaction type per Certificate

<input checked="" type="checkbox"/> <b>Sales to a Business</b> ( Please check appropriate item from numbers 1 - 19 ) Arizona Transaction Privilege Tax License Number <u>NONE</u> TIN <u>88-6057771</u> Other Tax License Number <u>NONE</u> Other State/Country <u>NONE</u> If no license number, provide reason: <u>AN IRS 501(c)(3) NON-PROFIT</u> <b>ORG. SERVING MEALS TO NEEDY &amp; INDIGENT PEOPLE</b> Precise Nature of Purchaser's Business <u>IRS 501(c)(3) NON-PROFIT SERVING CONTINUOUS AND</u> <u>REGULAR MEALS TO NEEDY &amp; INDIGENT AT NO COST</u>	<input type="checkbox"/> <b>Sales to Native Americans</b> ( Please check item number 23 )  Tribal Members _____ Tribal ID# _____ Name of Tribe _____  <input type="checkbox"/> <b>Sales to a Government entity</b> ( Please check appropriate item from numbers 1-22 )	<input type="checkbox"/> <b>Sales to nonresidents</b> ( Please check appropriate item from numbers 24 - 26 )  State of residence _____ Driver's License# _____ Driver's License State _____ SSN/ID# _____ 30 day Drive out # _____
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**General Exemption - check as applicable**

- 1. Tangible personal property to be resold in the ordinary course of business.
- 2. Tangible personal property to be leased or rented in the ordinary course of business.
- 3. Tangible personal property to be incorporated into a taxable contracting project.
- 4. Food, drink, or condiments purchased by a restaurant business.
- 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- 9. Neat animals, horses, asses, sheep, raddles, swine or goats used as breeding or production stock (including ownership shares in such animals).
- 10. Aircraft, navigational and communication instruments and related accessories sold to:
  - Airlines holding a federal certificate of public convenience and necessity; or
  - Airlines holding a foreign air carrier permit for air transportation; or
  - Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program
- 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold to persons engaged in the telecommunications business.
- 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.

- 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.
- 16. Groundwater measuring devices required under ARS § 45-604.
- 17. Machinery or equipment used directly in the following processes:
  - Manufacturing, processing or fabricating.  Job printing.  Refining or metallurgical operations.
  - Extraction of ores or minerals from the earth for commercial purposes.  Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. Sales tax exemption under ARS §42-506(A)(25)(e) and §42-507(B)(2)(a); use tax exemption under ARS §42-515(A)(3)(J); all on sales and rentals of tangible property to a qualifying IRS §501(c)(3) charitable organization.

- Exemptions based on the purchaser being a government entity or a public school.
- 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
  - 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
  - 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.

Sales to Native Americans

- 23. Sales of Motor Vehicles to an enrolled member of a tribe off the reservation or other items on the reservation.

Sales to nonresidents

- 24. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance. NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 25. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle.
- 26. Sale of airplanes, navigational and communication instruments, and other accessories and related equipment to a nonresident who will not use such property in Arizona other than in removing such property from Arizona.

Describe the tangible personal property or service purchased and its use below. (Use additional pages if needed)

All manner of lawful and necessary food and beverage, or other items which facilitate the collection, preparation, consumption, and/or distribution of food and beverage. All manner of lawful and necessary food service, housing, and office furniture and fixtures, and food service, housing, and office supplies in support of exempt purpose. All manner of lawful and necessary items and clothing for use in shelter, training, testing, and/or rehabilitation operations. All legally exempted rentals or leases of tangible personal property in support of exempt purpose.

Certification

A seller that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A seller that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the seller would have been required to pay if the seller had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-6009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

I, (print full name) JEROLD D SANDVIG, hereby certify that these purchases are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser \_\_\_\_\_ Date \_\_\_\_\_

Title EXECUTIVE DIRECTOR, PHOENIX GOSPEL MISSION, INC. dba PHOENIX RESCUE MISSION

# STATE OF ARIZONA



**Office of the  
CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

**PHOENIX GOSPEL MISSION, INC.**

ACC file number: 00452498

was incorporated under the laws of the State of Arizona on 05/04/1954;

That all annual reports owed to date by said corporation have been filed or delivered for filing, and all annual filing fees owed to date have been paid; and

That, according to the records of the Arizona Corporation Commission, said corporation is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: 11/02/2018



A handwritten signature in black ink that reads "Matthew Neubert".

**Matthew Neubert, Interim Executive Director**

ARTICLES OF INCORPORATION  
OF  
PHOENIX GOSPEL MISSION, INC.

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WE, the undersigned, FORREST BURTON, BILL GUD, LEROY DAVIDSON, DEWEY FELLARS, and REV. H.O. LONGSTREET, having associated ourselves together for the purpose of forming a non-profit corporation, under the laws of the State of Arizona, do adopt these Articles of Incorporation, to-wit:

ARTICLE I.

The name by which this corporation shall be known shall be PHOENIX GOSPEL MISSION, INC.

ARTICLE II.

The principal office for the transaction of the business of the corporation shall be located in Phoenix, Maricopa County, Arizona.

ARTICLE III.

The time of the commencement of the existence of this corporation shall be upon the date of the issuance of the certificate of incorporation thereof by the Arizona Corporation Commission and shall terminate twenty-five (25) years thereafter.

ARTICLE IV.

The purposes and objects for which this corporation is formed are not for pecuniary profit but are for religious and charitable purposes, in conformity with the Constitution and By-laws of the Mission as they are now or may hereafter be amended. The corporation shall have the power, among other things, to lease, option or otherwise acquire, sell, exchange, dispose of, mortgage or hypothecate, real or personal property; to borrow money and pay interest thereon and secure such payment by the execution of notes, mortgages, deeds, trust policies and contracts in connection with the general powers and purposes of the corporation and to do any and all things

necessary to carry such power into effect or which may be deemed necessary or convenient by the corporation for the purpose of furthering its ends. Any enumeration of powers herein shall not be considered to exclude or limit necessary power not herein enumerated.

ARTICLE V.

The names, residences and post office addresses of the Incorporators are:

Forrest Burton	726 W. Southgate Ave., Phoenix, Arizona
Bill Gunn	2837 W. Granada, Phoenix, Arizona
LaRoy Davidson	321 N. Oakland Ave., Phoenix, Arizona
Dewey Fellars	1751 W. Hadley, Phoenix, Arizona
Rev. H.O. Longstreet	416 S. 3rd Street, Phoenix, Arizona

ARTICLE VI.

The government of said corporation and the management and control of its affairs and business shall be vested in a board of not less than ten or more than twenty-four directors and such Officers as the Board of Directors may elect or appoint to conduct the business affairs of this corporation.

ARTICLE VII.

The officers of the corporation shall be a president, vice-president, secretary and a treasurer and such other officers as the Board of Directors may, from time to time elect or appoint. Any two officers except the office of president and secretary, may be held by the duties thereof performed and discharged by, one and the same person.

ARTICLE VIII.

The said undersigned incorporators were elected Directors and empowered and instructed to so incorporate at an election held on the 30th day of November, 1953, at 416 So. 3rd Street, Phoenix, Arizona.

ARTICLE IX.

The annual meeting at which the officers of the corporation shall be elected shall be held on the last Monday of November of each year.

ARTICLE X.

The said corporation shall have an impression seal with the words "PHOENIX GOSPEL MISSION, INC.", engraved thereon in circular form.

ARTICLE XI.

The private property of the individual members of the said corporation shall not be liable for the corporation's debts.

ARTICLE XII.

These Articles are filed for the purpose of incorporating an unincorporated association existing under the above name, and new members may be admitted to the said corporation as provided for in the by-laws or constitution adopted by the said corporation.

IN WITNESS WHEREOF, we have hereunto signed our names and executed the said Articles of Incorporation for the purposes above set out this 3<sup>rd</sup> day of May, 1954.

Forrest Burton  
Bill Gamm  
LeRoy Davidson  
Dewey J. Fellars  
Rev. H. O. Longstreet

STATE OF ARIZONA }  
COUNTY OF MARICOPA } ss.

On this, the 3<sup>rd</sup> day of May, 1954, before me, the undersigned Notary Public, personally appeared, FORREST BURTON, BILL GUMM, LEROY DAVIDSON, DEWEY FELLARS, REV. H. O. LONGSTREET, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the above and described in the above and foregoing Articles of Incorporation of the Phoenix Gospel Mission, Inc., and duly acknowledged to me that they executed the same for the purposes therein contained.

Stephen C. Kern  
Notary Public

My commission expires July 12, 1955  
My commission expires: \_\_\_\_\_



NONPROFIT AMENDMENT

AZ. COMP. COMMISSION  
FOR THE STATE OF ARIZONA  
FILED

ARTICLES OF AMENDMENT

15 11 20 1982

TO

ARTICLES OF INCORPORATION

Kim Campbell  
7/2/82 9:50

OF

✓ PHOENIX GOSPEL MISSION, INC.

Pursuant to the provisions of Title 10, Sections 1034 and 1035, Arizona Nonprofit Corporation Act, the undersigned corporation adopts the attached Articles of Amendment to its Articles of Incorporation:

FIRST: The name of the corporation is ✓ Phoenix Gospel Mission, INC.

SECOND: The document attached hereto as Exhibit A sets forth the amendment(s) to the Articles of Incorporation which were adopted by X the Board of Directors or \_\_\_\_\_ the members of the Corporation on December (date) 1, 1981.

DATED: 7/14/82

✓ PHOENIX GOSPEL MISSION, INC.

BY Cecil E. Rogers

TITLE: President

BY Dorothy A. Spacone

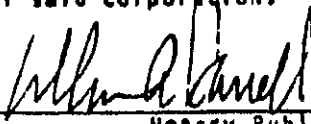
TITLE: Secretary

STATE OF ARIZONA )  
COUNTY of Maricopa ) SS

The foregoing instrument was acknowledged before me this 14 day of July, 1982 by Cecil Rogers and Dorothy Spacone.

8154 1319

President and Secretary, respectively, of PHOENIX GOSPEL MISSION, INC.  
an Arizona Corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public

My commission expires:

My Commission Expires August 28, 1991

0154 1120

EXHIBIT A

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
PHOENIX GOSPEL MISSION, INC.

ARTICLE V

The corporate existence of the PHOENIX GOSPEL MISSION, INC. having expired (or is about to expire) June 30, 1979 the said PHOENIX GOSPEL MISSION, INC. corporate existence is hereby renewed. The duration of the corporation shall be perpetual.

0154 1121