

# Request for Proposal

## 24-904A

**Professional Services for: Low Barrier Shelter Operator**

**Department: Mayor's Office**

**NIGP Commodity Code(s):** 952-37; 918-63; 918-92; 952-49; 952-55; 952-62; 952-78; 952-85; 952-92; 958-15; 958-56

### RFP Schedule

EVENT	DATE
RFP Issue Date	11/06/2023
Pre-Proposal Conference	<b>No Pre-Proposal Conference</b>
Deadline for Questions <i>Submit to assigned buyer via email.</i>	12/08/2023 <i>10 Days prior to RFP due date</i>
Proposal Due Date <i>Mail or deliver to City Clerk address. Proposals are open the day after the due date.</i>	<b>12/20/2023</b>

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Project Buyer |  
dtiemann@cityoftulsa.org

*All questions should be emailed with RFP 24-904A in the subject line.*

#### Submit proposals (sealed) to:

Office of the City Clerk  
City of Tulsa  
175 E. 2<sup>ND</sup> St.  
Suite 260  
Tulsa, OK 74103



CITY OF  
**Tulsa**  
A New Kind of Energy™

**OVERVIEW:**

With this Request for Proposal (“RFP”), the City of Tulsa (“City”) is soliciting proposals for professional services to operate a non-congregate low barrier shelter and case management program (“Program”). This Program is referral based for unsheltered individuals unable to access other available services, specifically due to their mental or physical health limitations. The estimated capacity for services is around 50-75 households. The Program will act as a navigation center to provide opportunities for intensive onsite case management and healthcare along with embedded services to help connect clients to the most appropriate permanent housing option. The services provided to each participant will be unique to their individual situation. The goal of the Program is to resolve the root cause(s) of each participant’s homelessness and to help locate and prepare them for permanent housing within 120 days of entering the Program.

The City has identified funding to support the initial three (3) years of all Program expenses including facility acquisition and any required building renovations or site preparation. The City is currently working to acquire a facility. The contract period with the selected Respondent (“Operator”) will commence once the facility is acquired and ready for Program operations. The contract period for operations is anticipated to commence by June 1, 2024 (“Commencement Date”). The City is not obligated to secure additional funding but will support any efforts to obtain funding including federal/state/local grants, and private donations.

This request is an opportunity for local homeless services providers to partner with the City, the business community, non-profit organizations, the faith-based community, and other community groups who are interested in supporting vulnerable individuals in our community.

We enthusiastically look forward to receiving your proposal.

**II. BACKGROUND:**

Unsheltered homelessness in Tulsa has increased nearly every year dating back to 2015. As of the most recent point-in-time (pit) count conducted in 2023, 438 respondents or 39% of all individuals surveyed reported being unsheltered. That represents an increase of more than 200% or 300 people in 8 years. A significant percentage of the people who are currently unsheltered in Tulsa are there because they have nowhere else to go for a variety of reasons.

Currently, Tulsa is one of the largest cities in America that does not have a low barrier shelter. Low barrier shelters are facilities (lodging) that provide safe, temporary shelter for the homeless population in general or specific segments of the homeless population (i.e., men, women, families, and individuals fleeing domestic violence). Low barrier does not mean elimination of all rules or expectations of shelter participants. Residents are expected to act in ways that are safe to themselves and others.

Low barrier facilities are designed to serve individuals who may otherwise not be able to access existing shelter facilities due to extensive behavioral health challenges, opioid use disorder, substance abuse disorder, mental health conditions, medical issues, service animals/pets, lack of respite care, and other barriers documented in the Homeless Information Management System (HMIS). This program will need to complement, not replace, all other services offered to people experiencing homelessness.

The lack of respite care in Tulsa is one of the primary barriers to be addressed through this RFP selection process. Medical respite care is especially important for people experiencing homelessness who are unable to recover from a physical illness or injury on the streets, but who are not ill enough to be in a hospital. Low barrier accommodations can provide a clean environment, monitoring by medical professionals, and access to any necessary supplies such as electricity, bandages, medication, etc.

The program in Tulsa will need to accommodate a wide range of needs for people who are currently living unsheltered.

### III. TIMELINE:

- A. The schedule below provides estimated dates for the RFP and contracting process. **The City of Tulsa may adjust this schedule as needed.**

1. RFP Issued:	November 06, 2023
2. Final day City will accept written questions:	December 08, 2023
3. City response distributed by:	December 12, 2023
4. <b>Proposals due:</b>	<b>December 20, 2023 5:00 PM CST</b>
5. Oral Presentations (if required):	December 28, 2023
6. Bid Award (subject to change):	January 11, 2024
7. Contract negotiations begin:	January 16, 2024
8. Contract start date:	June 03, 2024

### IV. SCOPE OF SERVICES:

- A. The Operator shall operate a 24-hour facility where participants will have an assigned room for the duration of their stay. Only participants shall be allowed onsite and must have access to the facility to accommodate any work schedules.
- B. The Operator shall be responsible for the management of all on-site services including but not limited to:
- manage facility operations;
  - oversee participant intake;
  - supervise security team;
  - provide case management;
  - coordinate meals;
  - enter contracts for staff support; and,
  - provide or coordinate healthcare services as specified in Section VI of this RFP.
- C. The Operator shall either provide staff or coordinate a variety of services including, but not limited to, those outlined in SEC. 425. [42 USC 11385] SUPPORTIVE SERVICES of the McKinney-Vento Homeless Assistance Act.
- D. The Program is on a referral basis. The Operator will receive participant referrals from a variety of partnerships including but not limited to the City, law enforcement, emergency shelter operators, outreach teams and hospitals. The Operator may also identify participants for the Program.

- E. The Operator shall develop an equitable referral process with the City and A Way Home for Tulsa for determining the placement and potential prioritization of individuals into the Program.
- F. The Operator shall utilize strong partnerships with community organizations that deal frequently with chronically homeless individuals (i.e., homeless outreach programs, law enforcement, mental health providers, hospitals) to identify potential participants.
- G. The Operator shall serve a variety of households including individuals and families who may otherwise not be able to access existing shelter facilities due to extensive behavioral health challenges, opioid use disorder, substance abuse disorder, mental health conditions, medical issues.
- H. The Operator shall make reasonable efforts to communicate with community partners directly about shelter services, criteria, and how to access services so that information is also readily available to potential participants.
- I. The Operator shall provide onsite security and develop a plan to mitigate any potential impacts to the surrounding neighborhoods, while ensuring a high-level of safety for program participants and support staff.
- J. The Operator shall either provide or coordinate medical services for participants with wound care, infusion therapy, or oxygen therapy needs. This shall include monitoring and assisting individuals who are unable to take care of themselves.
- K. The Operator shall provide reasonable accommodations on-site for healthcare service providers including dedicated workspace, supply closets, and climate-controlled storage for medications.

## V. PROPOSAL REQUIREMENTS AND DELIVERABLES:

To be considered, interested Respondents should submit or address the following items.

- 1) **Program Narrative** - a narrative that addresses all items listed in the "Scope of Services." No more than 1 page.
- 2) **Organizational Background** - a summary of the Respondents capability, expertise, and capacity to effectively carry out the requested program and services. Submit information including, but not limited to: proof of legal status as a 501(c)(3), organizations years of operations, number of full-time employees, list of services currently provided, list of populations served, etc. No more than 2 pages.
- 3) **Program Management** - an explanation of how the proposed program will help participants achieve stability within 120 days to advance into permanent housing. Also provide a complete list of support services to be offered to program participants. No more than 3 pages.
- 4) **Program Budget** - an itemized list of all services and/or supplies, including an identified facility, necessary to deliver the proposed services. Personnel items need to include the employee's name, job title, and a summary of job duties. Proof of at least 60-days' worth of operating capital to support the initial program expenses. No more than 2 pages.
- 5) **Fundraising Plan** - a complete list of potential funding sources intended to support on-going program operations beginning in **year 4**. Please include any public or private funds received by your organization within the past three years. No more than 2 pages.
- 6) **Performance Metrics** – provide performance measures for the proposed program. Performance measures should include both output and outcome measures. Describe how your organization will measure and track program activities (outputs) and how the participants will benefit (outcomes) from participation.

## VI. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

### A. Performance Metrics

1. The following performance metrics highlight key priorities that will be analyzed with the Operator collaboratively during the life of the contract. This is not an exhaustive list, but rather an indication of significant performance metrics of interest to City of Tulsa. The final set of performance metrics and frequency of collection will be negotiated by the Operator and the City prior to the finalization of an agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility
Total occupancy rate	TBD	Daily	Operator
Average length of stay	TBD	Daily	Operator
Healthcare services rendered - wound care, infusion therapy, and oxygen therapy	TBD	Daily	Operator
Number of people who return to unsheltered homelessness	TBD	Daily	Operator
Number of people successfully placed into transitional or permanent housing	TBD	Daily	Operator
Total unique households served	TBD	Daily	Operator

**B. Contract Performance Monitoring**

As part of the City of Tulsa’s commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with Operator to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Operator
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending year-to-date

**C. Contract Terms**

1. The City will contract (“Contract”) with the selected Operator to operate the Program for an initial term of one (1) year (“Term”) with two (2) one year renewal options (“Renewal”). Both Parties must agree to the Renewal.

**VII. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:**

- A. Proposals must be received by **5:00 p.m. on Wednesday, December 20, 2023, Central Daylight Time**. Please place proposals in a sealed envelope or box clearly labeled **“RFP 24-904A, Low Barrier Shelter Operator”**.

**Proposals received late will be returned unopened.**

**B.** Proposals shall be delivered and sealed to:

Deputy City Clerk  
City of Tulsa  
175 E. 2<sup>nd</sup> St.  
Suite 260  
Tulsa, OK 74103

**C.** Interested Respondents should submit:

One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

**D.** All interested Respondents are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website: <https://www.cityoftulsa.org/government/departments/finance/selling-to-the-city/register-as-a-vendor/>.

The City is not responsible for any failure to register.

**E.** Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made via e-mail and must be received prior to the end of the business day on **Friday, December 8, 2023**.

**Donny Tiemann, Project Buyer**  
[dتيemann@cityoftulsa.org](mailto:dتيemann@cityoftulsa.org)

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

**F.** Proposals will be opened on the morning after the due date, at 8:30am, at the:

**Standards, Specifications, and Awards Committee Meeting**  
**175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor**  
**City Council Chamber**

**VIII. EVALUATION OF PROPOSALS:**

Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent whose Proposal is determined to be in the best interests of the City. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of an Agreement between the City and the selected Respondent(s). Each Proposal received will be analyzed to determine overall responsiveness and completeness to the RFP.

The evaluation committee will be comprised of 10 members including City officials and non-profit service providers.

<b>Evaluation Criteria Weighting – Points Possible</b>	
Program Narrative	10
Organization Background	20
Program Management	20
Program Budget	20
Fundraising Plan	15
Performance Metrics	15
<b>Total</b>	<b>100</b>

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in [Title 6, Chapter 4](https://library.municode.com/ok/tulsa/codes/code_of_ordinances) of the Tulsa Revised Ordinances (TRO): [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances](https://library.municode.com/ok/tulsa/codes/code_of_ordinances).

**IX. MISCELLANEOUS**

- A. The City expects to enter into a written Agreement (the “Agreement”) with the Operator that shall incorporate this RFP and your proposal. Further, the Operator will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.
- B. All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- C. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- D. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- E. The use of the City of Tulsa’s name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.



- F. The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- G. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>.  
The City shall not be under any obligation to return any materials submitted in response to this RFP request.
- H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.

### **Insurance Requirements**

The Operator and its subcontractors shall obtain at Operator's expense and maintain for the duration of the Agreement, including any renewal periods, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of or failure to perform the work hereunder by the Operator, its agents, representatives, employees, or sub-contractors.

#### **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

##### **Commercial General Liability**

Limits of at least:

\$2,000,000 Per Occurrence

\$2,000,000 Damage to Rented Premises, Per Occurrence

\$2,000,000 Personal and Advertising Injury

\$2,000,000 General Aggregate

- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- Owner/Lessor agrees to waiver its rights of recovery against the City. Waiver of Subrogation in favor of City shall be added to the policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.

**Automobile Liability**

Limits of at least:

\$1,000,000 Combined Single Limit (CSL) Per Occurrence

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos operated by Owner / Lessor, agents and employees in connection with the Property, whether owned by the Owner/Lessor, the City, or otherwise.
- Waiver of Subrogation in favor of the City.

**Workers Compensation**

Owner/Lessor shall at all times during the term of this Agreement maintain workers' compensation insurance (including occupational disease hazards) with an authorized insurance company licensed to do business in Oklahoma, or through CompSource Oklahoma, insuring its employees at the Facilities in amounts equal to or greater than required under law.

Limits:

Statutory coverage for the state of Oklahoma

- Waiver of Subrogation in favor of City

**Umbrella / Excess**

Limits of at least:

\$1,000,000 Per Occurrence

\$1,000,000 Aggregate

- Policy shall provide liability coverage in excess of the specified Workers Compensation, Commercial General Liability, and Auto Liability
- Coverage shall be on a per location / per project basis
- Coverage shall be on a Primary and non-Contributory basis including completed operations.
- Waiver of subrogation in favor of City Tulsa.

**Property Insurance**

The Operator will maintain all-risks property insurance on Operator's property and equipment.

**Financial Security**

Any and all companies providing insurance required by the contract/agreement must meet the minimum financial security requirements as set below. Companies providing insurance must have a current:

- Best's Rating not less than A (Excellent), and
- Best's Financial Size Category not less than Class VII (\$50M-\$100M)
- The Rating for each company must be indicated on the Certificate of Insurance

Operator shall provide the City with current valid original certificates of insurance prior to commencement of the agreement and annually prior to policy renewals evidencing compliance with this Section. Operator shall provide the City with a minimum of thirty (30) days prior written notice of policy cancellations. It is solely the Operator's responsibility to provide notice to the City should any required insurance be cancelled or

non-renewed. Failure of the Operator to provide all insurance requirements, or to provide notice, shall not relieve the Operator of its obligation under this contract.

If Operator employs subcontractors in the performance of its work, Operator agrees to obtain equivalent insurance provisions from its subcontractors as required under the agreement and provide a copy of their certificate of insurance to the City.

**OPERATOR’S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.**

You will have 10 days after notification that your Proposal was selected for contract award by the City of Tulsa to provide proof of such coverage by providing the assigned Project Buyer, shown in the “INSTRUCTIONS FOR SUBMITTING A PROPOSAL” section of this document, with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer’s name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Proposal number
- H. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

The Operator shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Operator to notify the City of any change in coverage or insurer by providing the City with an updated Certificate of Insurance. Failure of Operator to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, an Operator who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

**Bonding:**

**Bid Bond Required:** Yes:  No:

**Performance Bond:** Yes:  No:

**Federal Funding\*:** If the box is checked “Yes,” federal funding could be involved with this purchase:

Yes\*:  No:

**\*See Appendix B**

## RESPONDENT INFORMATION SHEET

**Respondent's Legal Name:** \_\_\_\_\_  
(Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized)

**State of Organization:** \_\_\_\_\_

**Respondent's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship       | <input type="checkbox"/> Limited Partnership                   |
| <input type="checkbox"/> Partnership               | <input type="checkbox"/> Limited Liability Partnership         |
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____                          |

**Respondent's Address:** \_\_\_\_\_  
Street City State Zip Code

**Respondent's Website Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**How did you learn about this business opportunity with the City of Tulsa?**

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: [Click or tap here to enter text.](#)

### Budget Table

	<u>Column A</u> Funds Requested	<u>Column B</u> Other Committed Funding Sources (Leverage)	<u>Column C</u> Total Project Costs A + B = C
<b>COST CATEGORIES</b>			
Salaries			
General Expenses			
Equipment			
Equipment Lease			
Insurance			
Communications			
Materials and Supplies			
Reproduction and Printing			
Outreach			
Consultants - Describe service:			
Mileage			
Travel for Approved Training			
Other (Describe)			
Anticipated Program Income			
<b>TOTAL Budget</b>			

I certify that the estimated amounts of other funds and in-kind contributions listed above will provide a direct benefit to the project/program identified in this RFP.

\_\_\_\_\_  
Signature/Authorized Official of Board

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Authorized Representative of Agency

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

**AFFIDAVIT  
NON-COLLUSION AND INTEREST**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:

**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.

By: \_\_\_\_\_

Signature

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Proposal Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write “None” if applicable).

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**Sign Here ►**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A – City of Tulsa General Contract Terms**

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It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability and Indemnification.** Seller shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller's subcontractors under the scope of this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).



8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

## APPENDIX B

### SUBRECIPIENT AGREEMENT

**AGREEMENT BETWEEN THE CITY OF TULSA (“GRANTEE”)**

**AND**

Click or tap here to enter text. (**“SUBRECIPIENT”**)

**FOR**

Click or tap here to enter text.

<b>Subrecipient Name:</b>	Click or tap here to enter text.
<b>Unique Entity Identifier (UEI):</b>	Click or tap here to enter text.
<b>Program/Project Name:</b>	Click or tap here to enter text.
<b>Program/Project Description:</b>	Click or tap here to enter text.
<b>Effective Period of Performance:</b>	Click or tap here to enter text.
<b>Total Amount of Federal Funds Obligated and Committed to the SUBRECIPIENT:</b>	Click or tap here to enter text.
<b>Amount of Federal Funds Obligated by this Action:</b>	Click or tap here to enter text.
<b>Project Number:</b>	Click or tap here to enter text.
<b>Indirect cost rate:</b>	N/A
<b>CFDA Number and Name:</b>	CFDA 21.027 Coronavirus State and Local Fiscal Recovery Fund as established under the American Rescue Plan Act.
<b>Awarding Agency:</b>	City of Tulsa
<b>Federal Award Identification Number:</b>	SLT-1498
<b>Federal Award Date:</b>	<b>March 11, 2021</b>
<b>Total Amount of GRANTEE’S Federal Award:</b>	\$87,826,517.00
<b>Date of GRANTEE’S signature:</b>	

**THIS AGREEMENT** (“Agreement”) entered into on the date of the GRANTEE’s signature above and effective [Click or tap here to enter text.](#) by and between the **CITY OF TULSA, OKLAHOMA**, a municipal corporation (hereinafter called the “Grantee”), and [Click or tap here to enter text.](#) (hereinafter called the “Subrecipient”).

**WHEREAS**, pursuant to the U.S. Department of the Treasury (“Treasury”) Local Fiscal Recovery Fund of the American Rescue Plan Act, 2021 (“Act”), the Grantee has received \$87,826,517.00 from the federal government to respond to the COVID–19 public health emergency and its economic impacts through four categories of eligible uses, as follows:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work;
3. For the provision of government services, to the extent of the reduction in revenue of such recipients due to the COVID–19 public health emergencies, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure; and

**WHEREAS**, Treasury’s Coronavirus State and Local Fiscal Recovery Fund (CSLFRF) Final Rule presumes that the health, economic, and social harm caused by the COVID-19 pandemic has disproportionately impacted Tulsa’s most vulnerable populations and classes (i.e., groups), particularly low-income households or households that qualify for certain federal benefits and households or organizations located in Qualified Census Tracts (QCTs); and

**WHEREAS**, populations or classes presumed to be disproportionately impacted by the COVID-19 pandemic faced meaningfully more severe impacts, often due to preexisting disparities, and thus automatically qualify to receive a broad range of responsive services; and

**WHEREAS**, the Grantee conducted a Community Needs survey wherein over 1300 respondents identified the following areas as funding priorities: Housing Assistance, Mental Health and Substance Abuse, Food Security, Children and Youth Services, Healthcare, and Financial Stability; and

**WHEREAS**, the Grantee engaged local nonprofit organizations to address the primary and secondary effects of the COVID-19 pandemic; and

**WHEREAS**, Subrecipient’s Program/Project was selected based upon its impact and is aligned with the Grantee’s Community Needs survey results; and

**WHEREAS**, the Grantee wishes to engage the Subrecipient to assist in responding to the COVID-19 public health emergency and its economic impacts; and

NOW, THEREFORE, it is agreed between the Parties hereto that;

**I. CERTAIN DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings specified in the Act and regulations promulgated under the Act, as applicable, unless otherwise defined herein (such meanings to be equally applicable to the singular and plural forms thereof).

**II. INCORPORATION OF DOCUMENTS**

The recitals set forth above and the following Exhibits shall be included and fully incorporated herein as express terms and conditions of this Agreement:

- EXHIBIT A – Program/Project Delivery
- EXHIBIT B – General Administration
- EXHIBIT C – Performance Expectations and Staffing
- EXHIBIT D – Budget
- EXHIBIT D1 – Request for Funds Template

**III. ADMINISTRATION OF THE PROGRAM/PROJECT**

In accordance with the terms and conditions of this Agreement, Subrecipient shall undertake or cause to be undertaken the Program/Project described in Exhibit A – Program/Project Delivery. Subrecipient shall administer the Program/Project pursuant to the terms of this Agreement, including Exhibit B - General Administration. Subrecipient agrees to meet the performance expectations and staffing commitments set forth in Exhibit C – Performance Expectations and Staffing.

**IV. EFFECTIVE PERIOD OF PERFORMANCE**

The Effective Period of Performance shall start on the [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#) 2023 and end on the [Click or tap here to enter text.](#) day of [Click or tap here to enter text.](#) 2024 (“Effective Period of Performance”). The term of this Agreement shall include this stated Effective Period of Performance and any additional time period during which the Subrecipient is required to meet or continue to meet reporting requirements or closeout requirements, as set forth herein (“Term of Agreement”).

**V. BUDGET**

A line-item budget for completing the Program/Project is set forth in Exhibit D, which is attached hereto and incorporated herein. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee.

**VI. REVISION OF PROGRAM/PROJECT BUDGET OR PLANS**

Subrecipient is required to report to Grantee deviations from the Program/Project budget or plans and request prior approvals from Grantee in writing for such Program/Project budget and plans revisions in accordance with 2 CFR 200.308. Any amendments to the Program/Project budget or plans must be approved in writing by Grantee and Subrecipient.

**VII. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$ [Click or tap here to enter text](#). Reimbursement for the payment of eligible expenses shall be made against the line-item budget specified in Exhibit D and in accordance with performance expectations. Subrecipient shall submit either a request for funds in the form of Exhibit D1 for budgeted costs with supporting documentation of expenses on at least a monthly basis as more fully described herein below and in Exhibit B.

The Subrecipient shall not use different sources of federal funding to pay for the same services. The Subrecipient shall not use federal grant funds to pay for the same work that was reimbursed or paid by other sources of funding (e.g., FEMA, HUD, or CARES funding).

**VIII. NOTICES**

Notices required by this Agreement shall be submitted in writing via mail (postage prepaid), commercial courier, personal delivery, by facsimile, by email or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following contract representatives:

<u>Grantee</u>	<u>Subrecipient</u>
City of Tulsa	<a href="#">Click or tap here to enter text</a> .
Contact Name: Carol Jones, Grants Manager	Contact Name: <a href="#">Click or tap here to enter text</a> .
Address: 175 E. Second Street, 15th Floor	Address: <a href="#">Click or tap here to enter text</a> .
City, State, Zip: Tulsa, OK 74103	City, State, Zip: <a href="#">Click or tap here to enter text</a> .
Telephone: (918) 596-7537	Telephone: <a href="#">Click or tap here to enter text</a> .
Email: arpa@cityoftulsa.org	Email: <a href="#">Click or tap here to enter text</a> .

**IX. SPECIAL CONDITIONS**

This section left blank intentionally.

**X. GENERAL CONDITIONS**

A. General Compliance

The Subrecipient agrees to comply with the requirements of the Act, regulations adopted by the Treasury pursuant to the Act, and guidance issued by the Treasury regarding the foregoing. The Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and shall provide for compliance by other parties in any agreements it enters into with other parties relating to this award. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

Federal Regulations applicable to this award include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable and subject to such exceptions as may be otherwise provided by Treasury.
2. Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a terms or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19.
5. Government Requirements for a Drug-Free Workplace, 31 CFR Part 20.
6. New Restrictions on Lobbying, 31 CFR Part 21.
7. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. sections 4601-6555) and implementing regulations.
8. Generally applicable federal environmental laws and regulations.

B. Independent Contractor

Nothing contained in this Agreement is intended to or shall be construed in any manner, as creating or establishing the relationship of employer/employee or an agency relationship between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. Accordingly, Grantee shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers’ compensation insurance.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, damages, costs, attorney’s fees and expenses, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement. This hold harmless and indemnification provision shall survive termination of this Agreement.

D. Workers’ Compensation

The Subrecipient shall provide workers’ compensation insurance coverage for its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

F. Grantee Recognition

Any publications or other material, including but not limited to, websites, fliers, brochures or temporary construction signage, produced to promote activities or facilities under this Agreement shall include the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLT- 1498 awarded to the City of Tulsa by the U.S. Department of the Treasury.”

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing and signed by a duly authorized representative of the Subrecipient and the Grantee. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Grantee and the Subrecipient.

#### H. Termination

In accordance with 2 CFR 200.340, this Agreement may be terminated in whole or in part as follows:

1. By the Grantee if the Subrecipient fails to comply with the terms and conditions of this Agreement;
2. By the Grantee, to the greatest extent authorized by law, if the award no longer effectuates the Project goals or the priorities of the Treasury under the Act;
3. By the Grantee with the consent of the Subrecipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or
4. By the Subrecipient upon sending to the Grantee written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of a partial termination that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the Agreement in its entirety.

The Grantee shall provide the Subrecipient with a notice of termination in accordance with 2 CFR 200.341. In the event the Agreement is terminated or partially terminated, both the Grantee and the Subrecipient remain responsible for compliance with the requirements set forth in 2 CFR 200.344 and 2 CFR 200.345.

#### I. Remedies for Noncompliance

As prescribed in 2 CFR 200.339, if the Subrecipient fails to comply with applicable federal laws, regulations, or the terms and conditions of this Agreement, the Grantee may impose additional conditions, as described in 2 CFR 200.208. If the Grantee determines that noncompliance cannot be remedied by imposing additional conditions, the Grantee may take one or more of the following actions, as appropriate in the circumstances:



1. Temporarily withhold payments pending correction of the deficiency by the Subrecipient or more severe enforcement action as determined by the Grantee.
2. Disallow all or part of the cost of the activity of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the Agreement.
4. Recommend that a suspension or debarment proceeding as authorized by 2 CFR part 180 be initiated.
5. Withhold further federal awards for the Project.
6. Take other remedies that may be legally available.

J. False Statements or Claims

Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

K. Debts Owed the Federal Government

Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of the Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.

Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined above. Treasury will take any actions available to it to collect such a debt.

**XI. ADMINISTRATIVE REQUIREMENTS**

A. Financial Management

1. **Accounting Standards**

The Subrecipient agrees to comply with 2 CFR 200.302(b) and agrees to adhere to the accounting principles and procedures required therein and maintain necessary source documentation for all costs incurred.

2. **Internal Controls**

The Subrecipient agrees to comply with 2 CFR 200.303 to establish and maintain effective internal control over the Federal award.

3. **Cost Principles**

The Subrecipient shall administer its Project in conformance with 2 CFR Part 200, Subpart E - Cost Principles for Federal Awards. These principles shall be applied for all direct costs incurred.

B. Reporting

1. Subrecipient agrees to comply with any reporting obligations established by Treasury, including the Treasury Office of Inspector General, as relates to this award, including but not limited to reporting of information to be used by Treasury to comply with its public reporting obligations. Subrecipient acknowledges any reporting provided by Subrecipient, and any such information required to be reported pursuant to this section may be publicly disclosed.

2. Subrecipient agrees to comply with the reporting obligations to Grantee set forth in Exhibit B.

3. Subrecipient agrees to establish data privacy and security requirements as required by Treasury.

C. Maintenance of and Access to Records

1. Subrecipient shall maintain records and financial documents sufficient to support compliance with the Act, Treasury's regulations implementing the Act, and Treasury guidance regarding the foregoing. Such records shall include but not be limited to:

i. Records providing a full description of each activity undertaken;

- ii. Records required for determining the eligibility of activities per 2 CFR.200;
  - iii. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with funding assistance, as applicable;
  - iv. Financial records as required by 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
2. Grantee, the Treasury Office of Inspector General, and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
3. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later, except where unresolved audit questions require retention for a longer period as determined by the Grantee. These records shall be available during regular business hours, for audit purposes and inspection, to the Grantee or any authorized representative of the Grantee. If the Subrecipient should cease to exist, custody of all records to this Agreement will be transferred to the Grantee
4. In accordance with 2 CFR 200.336, Subrecipient shall, whenever practicable, collect, transmit, and store Federal award-related information in open and machine- readable formats rather than in closed formats or on paper.
5. The Subrecipient shall maintain client data demonstrating client eligibility for any services provided hereunder, including, but not limited to, client name, address, income level or other basis for such determining eligibility, and description of service provided. The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by applicable State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Close Out

The Grantee will close out the Federal award when it determines that all applicable administrative actions and all required work of the Subrecipient have been completed. Subrecipient shall comply with its obligations pursuant to 2 CFR 200.344 - Closeout. Subrecipient shall take the following actions to complete this process:

1. Submission of a complete list of equipment acquired with Federal funds.
2. Submission of all financial, performance, and other reports as required.
3. Submission of final requests for reimbursement.
4. Liquidation of all obligations incurred under this award (including the return of all unused materials, equipment, program income (as defined in 2 CFR 1201.80), and accounts receivable to the Grantee).
5. All other actions are required by the nature of the activity.

Subrecipients shall remit at the end of the Term of Agreement to Grantee all assets on hand with a value in the aggregate greater than \$5,000 purchased with Treasury funds or program income, any program income on hand, real property acquired with Treasury funds unless, expressly, and in writing, Grantee allows the Subrecipient to retain such assets. Notwithstanding the foregoing, the provisions of this Agreement shall remain in effect during any period that the Subrecipient has control over Project funds, including program income.

E. Audits

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

2 CFR Part 200 Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, applies if Subrecipient expends \$750,000 or more in federal awards during Subrecipient’s fiscal year. In that case, Subrecipient shall submit one copy of the reporting package as outlined in 2 CFR 200.512(c) or one copy of the Subrecipient’s annual audit in its entirety to the Grantee no later than thirty (30) calendar days after receipt of the auditor’s report(s), or nine months after the end of the audit period. If a Single Audit is not required, audited financial statements prepared by a Certified Public Accountant (CPA) are required no later than 30 calendar days after the receipt of audit. Submissions may be in the form of either a hard copy or an electronic copy. If any findings are reported in the Subrecipient’s audit, the Subrecipient shall submit a copy of the summary schedule and corrective action plan as outlined in 2 CFR 200.511 to the Grantee at the same time the response is transmitted to the auditors. All required corrective actions must

be taken within six months of receipt of the audit report. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

F. Program Income

The Subrecipient shall report MONTHLY all program income (as defined in 2 CFR 1201.80) generated by activities carried out with Project funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 2 CFR 200.307. By way of further limitations, the Subrecipient may use such program income during the Period of Performance for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Period of Performance consistent with the conditions of 2 CFR 200.344 - Closeout unless the Grantee provides written authorization for the Subrecipient to retain such income.

G. Indirect Costs

Indirect costs are not eligible with this award of funding.

H. Payment Procedures

1. Subrecipient shall follow Grantee payment procedures as fully described in Exhibit B. Payment of costs hereunder must be submitted by completion of a Request for Funds form set forth in Exhibit D1. Requests for Funds will be reviewed and approved for payment if backup documentation is determined to be complete and eligible; the purpose for the request is reasonable, necessary and allocable; and Subrecipient is making reasonable progress in completing performance expectations. Subrecipient shall instruct personnel assisting with the activities in this Agreement to maintain timesheets for all work performed under this Agreement.
2. The Grantee shall pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee's policy concerning payments. If applicable, payments will be adjusted by the Grantee due to program income balances available in Subrecipient accounts. The Grantee reserves the right to adjust reimbursement amounts to exclude ineligible expenses. Also, the Grantee reserves the right to use funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

3. In order to obtain reimbursement, the Subrecipient shall obtain prior written approval from the Grantee for Project-related training or travel outside the metropolitan area.
4. Upon expiration of the Period of Performance as set forth herein the Subrecipient shall have thirty (30) calendar days in which to reconcile and close the project books and submit any remaining unpaid claims for eligible expenses incurred within the Period of Performance. Claims not submitted within this period will not be honored. Upon termination of this Agreement for any reason, all funds received by the Subrecipient pursuant to this Agreement and its amendments and all funds, fees, and other equipment, which have arisen or shall arise out of, or constitute proceeds of expenditures of such funds, collectively, shall become the property of Grantee.

I. Questioned Costs

If Subrecipient requests reimbursement and receives payments from the award that are subsequently questioned and disallowed by a finding during the monitoring process, Grantee shall require the Subrecipient to repay the disallowed cost or submit an installment plan for approval within thirty (30) days of receipt of the notice of disallowance. If the Subrecipient does not agree to repay the disallowed costs in a lump sum payment by the date specified or begin and continue repayment under an installment plan approved by Grantee, appropriate action, such as suspension of any current or future contract payments, termination of this Agreement, referral to City legal for further actions, or any other appropriate actions necessary, will be taken to recover the disallowed costs. For purposes herein, the term “finding” refers to a deficiency in performance based on a statutory, regulatory or Agreement requirement for which sanctions or other corrective actions are authorized.

J. Procurement

1. The Subrecipient shall conform to applicable State and local laws and regulations, as well as applicable Federal law and the standards identified in 2 CFR Part 200, “Procurement Standards.”
2. The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment with award funds, including but not limited to, obtaining Grantee approval prior to purchase and maintaining inventory records of all non-expendable personal property. All Project assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon expiration of the Term of Agreement unless otherwise authorized in writing by Grantee.

K. Assignment and Subcontracts

1. **Assignability**

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. **Subcontracts**

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written approval of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements as stated herein. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

All subcontractors should have a Unique Entity Identifier (UEI) or a System of Award Management (SAM) registration through SAM.gov.

L. Conflict of Interest

The Subrecipient must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and agrees such conflict of interest policy is applicable to each activity funded by this award. The Subrecipient must disclose in writing to Grantee any potential conflict of interest affecting awarded funds in accordance with 2 CFR 200.112.

1. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
  - a. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

M. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and authorize others to use the work or materials for governmental purposes.

**XII. REAL PROPERTY**

No property may be purchased with this award.

**XIII. CROSS-CUTTING FEDERAL REQUIREMENTS**

Subrecipient shall comply and cause each of its own subrecipients or subcontractors to comply with all of the cross-cutting federal requirements listed in this Article. Subrecipient shall cause all of the provisions in this Article, as applicable, to be included in and made a part of any subcontract or purchase order, specifically or by reference, so that such provisions will also be binding upon each of its own subrecipients or subcontractors.

1. Civil Rights Act: Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
2. Age Discrimination Act: The Age Discrimination Act of 1975, as amended (42 U.S.C. sections 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal assistance;
3. Disabilities Act: Title II of the American with Disabilities Act of 1990, as amended (42 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;



4. Rehabilitation Act: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. section 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
5. Fair Housing Act: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability;
6. Hatch Act: Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act (5 U.S.C. sections 1501-1508 and 7324-7328).
7. Affirmative Action Program: The Subrecipient agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles of and as required by President's Executive Order 11246 of September 24, 1965. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program if necessary. Where applicable, the Subrecipient shall submit a written plan for an Affirmative Action Program prior to the reimbursement of funds;
8. Minority, Women's and Labor Surplus Area Businesses: The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible as required by 2 CFR 200.321;
9. Equal Opportunity Clause: The Subrecipient shall include the equal opportunity clause found at 41 CFR § 60- 1.4(b) in its contracts or subcontracts for construction work funded in whole or in part with federal grant funds.
10. Increasing Seat Belt Use Policy: Pursuant to Executive Order 13043, 62 FR 19217 (April 8, 1997), Subrecipient should, and should encourage its contractors to, adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
11. Reducing Texting While Driving Policy: Pursuant to Executive Order 13513, Subrecipient should, and should encourage its employees, subrecipients, and contractors to, adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
12. Inherently Religious Activities Prohibited: The Subrecipient is prohibited from using its personnel or funds provided herein for inherently religious activities, such as worship, religious instruction, or proselytization.

13. Protections for Whistleblowers: Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following: (i) a member of Congress or representative of a committee of Congress; (ii) an Inspector General, (iii) the Government Accountability Office; (iv) a Treasury employee responsible for grant oversight or management; (v) an authorized official of the Department of Justice or other law enforcement agency; (vi) a court or grant jury; (vii) a management official or other employee of Grantee, Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

14. Assurances of Compliance with Civil Rights Requirements: Subrecipient shall comply with the following Assurances of Compliance with Civil Rights Requirements:

(1) Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. section 2000d et seq.), as implemented by the Department of Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

(2) Subrecipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access

may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

(3) Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

(4) Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

Subrecipient acknowledges and agrees that it must also require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances (1) – (4) above.

Subrecipient agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

#### **XIV. CERTIFICATION REGARDING LOBBYING**

The Subrecipient hereby certifies that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an

- employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  3. For any award of \$100,000 or more, Subrecipient shall require that the language of paragraph (4) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall also certify and disclose accordingly; and

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **XV. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

#### **XVI. SECTION HEADING AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

#### **XVII. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XVIII. MERGER**

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to the Agreement.

**SIGNATURES – EXECUTION OF AGREEMENT**

Executed By SUBRECIPIENT:	Countersigned By Authorized Board Officer:
_____	_____
Signature	Signature
_____	_____
By (print name)	By (print name)
_____	_____
Title	Title
_____	_____
Date	Date

Executed By GRANTEE:	
CITY OF TULSA	Attest:
_____	_____
Mayor	City Clerk
_____	Approved As To Form and Legal Sufficiency
Date	
	_____
	Assistant City Attorney

#### XVIV. PREVIOUS QUESTIONS AND RESPONSES

1. **What is the plan beyond a year? Will the city provide additional support?** The City has identified three years of funding. Each respondent should include a long-term plan with a complete list of potential funding sources intended to support on-going program operations after the initial three years of operations. Please include each source of funds to be used and the anticipated amounts, including any proposed funding from the City. At this time, the City has not identified any additional funding but will support any efforts by the selected operator to obtain funding including federal/state/local grants and private donations.
2. **Is there funding to purchase a hotel vs rent?** Committed funds will be used to purchase a facility. The City has also obligated federal funds to reimburse the initial three years of all program expenses. As of now, federal funding sources could include American Rescue Plan Act (ARPA) or Opioid Settlement funds. The proposed use of funds will be evaluated as part of the application.
3. **How will zoning work? Will the city stand with those running this if/ when NIMBY becomes an issue"?** The proposed facility/program must comply with the Tulsa Zoning Code. The City will be responsible for identifying the current zoning of the property for the facility's location and will consult with the development administrator and land use administrator to determine the necessary permits required.
4. **If housing isn't attainable in 120 days, what is the expectation for that client?** The goal of the low-barrier shelter program is to provide immediate housing to the unsheltered homeless population, and work to resolve the root cause(s) of each participant's homelessness and to help relocate them into a more permanent housing option within 120 days of entering the program. Program performance will be evaluated based on the operator's ability to successfully house program clients within that timeframe. Each proposal will be evaluated based on an explanation of how the proposed program will help participants achieve stability within 120 days. If a respondent feels the stated timeline is unachievable, they should include their proposed plan of action.
5. **Are City Councilors in support? Even if it is in their district?** This request for proposals was developed out of support from the Mayor and City Council led Housing, Homelessness, and Mental Health task force. For a complete list of task force members please visit: <https://www.tulsacouncil.org/3htaskforce>.
6. **Does an organization have to be a 501c3 in order to receive the contract?** Yes, the selected operator must have official active status as a 501(c)(3) organization.
7. **Is there an estimation of the amount of funding available for the contract?** The City has obligated federal funds to reimburse the initial three years of all program expenses. Based on similar programs, the operational expenses are estimated to be between \$1,500,000 to \$2,000,000 per year.
8. **Will contractors need to maintain data in the HMIS system?** Yes.

9. **What is the total \$ available for this program?** Final appropriations for the successful operations of this program will be determined by the responses that are received through the RFP process.
10. **What is the total amount of people served?** The estimated capacity for services is around 50-75 households at a time.
11. **What is the procedure for any overflow?** The City has not defined an overflow procedure for the successful operation of the low-barrier shelter.
12. **What is considered "a more permanent housing option."** A more permanent housing option includes but is not limited to rapid rehousing, transitional housing, permanent supportive housing, public housing, etc.
13. **What % of the participating clients should be housed in 120 days?** The goal of the program operator should be to house 100% of all clients within 120 days.
14. **Is this metric 120 day placement being successfully delivered by any current program? If so, what program?** Similar emergency housing programs like the low-barrier shelter aim to house participants as quickly as possible. Placement rates within 120 days for existing programs is not currently known. 78 days is the current average length of homelessness for individuals in emergency shelters/safe havens/transitional housing across the A Way Home for Tulsa Continuum of Care.
15. **What are the current figures for THA and MHA waiting lists?** Please contact the Tulsa Housing Authority for the current figures.
16. **When the term "case manager" and "case management" are used in the RFP, are you defining these terms consistent with TITLE 450 CHAPTER 50 STANDARDS AND CRITERIA FOR CERTIFIED BEHAVIORAL HEALTH CASE MANAGERS Effective October 01, 2018? If not, what definition should be applied to these terms and what "supervising body" would these need to be operating under to insure ethical service delivery? Would these people be required to maintain provider malpractice insurance? The term "case manager" and "case management" is meant to be generic and should be understood within this RFP to describe a position that provides a blend of assessment and coordination services for program participants. HUD defines case management as a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the client's health and human service needs.**
17. **What is the City's priority list of "specific segments" of this population?** The priority population for this facility are those unsheltered households who are currently unable to access other existing shelter facilities.
18. **What would the city identify as "acting in ways that are safe to themselves and others."** The protection and safety of all individuals present at the facility will be the responsibility of the operator.

19. Can you provide a list of behaviors that might be determined as "unsafe." Any behavior that is either illegal or, without intervention, will likely deteriorate and place other people in reasonable fear of being harmed.
20. Are all occupants required to have an individual room or could families be combined? Would people that are paired and/ or request a pairing for lodging be allowed combined with others. Could bunk house living be a part of the pathway to homelessness prior to the 120 day mark? Each household should be allowed their own separate lodging accommodations and should not be combined with another household.

Clarification:

**A point of clarification** – Only the organization interested in being the primary operator of the low-barrier shelter should submit the required materials by the stated proposal due date. If any interested parties wish to partner or offer support as a subcontractor, those agreements will be the responsibility of the parties outside of the on-going RFP process. If a proposal includes multiple parties, please clearly indicate each organization and the assigned roles.



## RESPONDENT CHECKLIST

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

Proposer's Name: \_\_\_\_\_

<b>RESPONDENT CHECKLIST</b>	
<b>RESPONDENT DOCUMENTS</b>	<b>INCLUDED?</b>
Cover Letter	
Proposal Narrative	
Respondent Information Sheet <b>(required form)</b>	
Budget Table <b>(required form)</b>	
Affidavit (Non-Collusion and Interest) <b>(required form)</b>	
Acknowledgment of Receipt of Addenda / Amendments	
Additional Information (Optional)	

**Please Return the entire RFP Packet**

**PACKING LABEL**

**FROM: [Name]**

[Respondent's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa - City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Respondent Submission For:**

RFP# 24-904A

RFP DESCRIPTION: Low Barrier Shelter Operator

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.