



**City of Phoenix**  
NEIGHBORHOOD SERVICES DEPARTMENT

## **COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**



**FISCAL YEAR 2024-2025**

**HOME ACCESSIBILITY MODIFICATIONS  
REQUEST FOR PROPOSAL (RFP)  
NSD-RFP-24-006**

### **PROPOSAL INSTRUCTIONS**

Proposals Available: April 18, 2024  
Proposals Due: 2:00PM on May 16, 2024

**Neighborhood Services Department**  
200 West Washington Street, 4<sup>th</sup> Floor, Phoenix, AZ 85003

**Procurement Officer:** Gioia Bufkin, Contracts Specialist II | [NSD.Procurement@phoenix.gov](mailto:NSD.Procurement@phoenix.gov)

To receive the RFP guidelines in alternative print/audio formats, contact the  
Neighborhood Services Department, 200 W. Washington St., 4<sup>th</sup> Floor, Phoenix, AZ 85003.  
Voice number 602-256-4259 | TTY 602-495-0685

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## SECTION 1

### HOME ACCESSIBILITY MODIFICATIONS FOR PROPOSALS FUNDING CATEGORY

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**Total Allocation = \$130,000.00**

#### **FUNDING INTENT AND PURPOSE**

The purpose of the Home Accessibility Modifications RFP is to fund Americans with Disabilities Act (ADA) supportive housing repair projects to improve the accessibility of homes for low- and moderate-income Phoenix residents who may be disabled or are elderly and aging in place. This program will help homeowners and tenants citywide, remove interior and exterior safety hazards on their properties to promote a higher level of self-sufficiency and an increased quality of life.

<b>HOME ACCESSIBILITY MODIFICATIONS</b>
Proposals submitted for this RFP may include improvement projects that remove physical, visual, and auditory barriers, thus improving the accessibility of homes by raising the level of independence for persons with disabilities, and seniors aging in place. The list of housing repair projects includes, but is not limited to, the installation of grab bars or wheelchair ramps, widening doorways, lowering countertops, and replacing bathtubs with walk-in showers. The intent of this program is to increase the accessibility of low- and moderate-income Phoenix households.

## SECTION 2

### INTRODUCTION TO CDBG AND PROPOSER INSTRUCTIONS

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#### **INTRODUCTION TO THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Welcome to the City of Phoenix's Community Development Block Grant (CDBG) Program fiscal year 2024-25 Home Accessibility Modifications Request for Proposal (RFP). The CDBG program administered by the City of Phoenix Neighborhood Services Department (NSD) has been serving the community since 1975. The RFP is issued exclusively for nonprofit groups, neighborhood organizations, and faith-based organizations serving Phoenix residents. The proposal form and detailed instructions are available to help in the development of the proposal. City staff are available 8:00AM to 5:00PM, Monday through Friday, excluding City observed holidays, to help in the development of a viable proposal by clarifying the RFP criteria and CDBG rules.

The CDBG program, funded by the U.S. Department of Housing and Urban Development (HUD), provides annual grants on a formula basis to entitlement cities and counties. The mission of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities for low- and moderate-income individuals. Federal regulations require that CDBG funds be used for projects that qualify as meeting one of the National Objectives of the program, and the eligible activity criteria. Projects that fail to meet the applicable tests will **NOT BE** considered for funding.

#### **ELIGIBLE PROPOSERS**

**Nonprofit and Neighborhood Organizations** – Proposers must be a nonprofit Arizona corporation by the time of proposal submission. In addition, the primary program beneficiaries must be low- and moderate-income Phoenix residents. Proposals must meet a CDBG National Objective and fall within one of the Neighborhood Services Program priorities to compete for funding.

**Faith-Based Organizations** – Faith-based organizations are an important part of the social service network. HUD issued a final rule amendment allowing faith-based organizations to compete for CDBG funding on the

same basis as other nonprofits. However, faith-based organizations cannot use CDBG funds to support worship, religious instruction, or proselytization. Religious activities must not be a part of the CDBG supported activity and cannot be a requirement for receiving CDBG-funded services. Faith-based organizations that participate in the CDBG program will retain independence from federal, state and local governments and may carry out their mission provided CDBG funds are not used to support religious activities. Faith-based organizations that participate in the CDBG program shall not discriminate against a program beneficiary based on religion or religious belief, and shall not require program beneficiaries to participate in any religious activity as a condition of program participation.

## **INELIGIBLE ACTIVITIES AND EXPENSES**

- Political activities
- Income payments
- Stipends
- Fundraising
- Gifts / Awards
- Programs / services that promote religion
- Payment of debt or pre-project expenses
- Entertainment, furnishings and personal property purchases
- Equipment, fixtures, motor vehicles, furnishings or other personal property not an integral structural fixture is generally ineligible.

## **ENVIRONMENTAL REVIEWS**

An environmental review must be performed on any project funded in part with CDBG dollars. **Prematurely committing or expending any funds prior to the environmental review will jeopardize the eligibility of the project** and may impact an agency's matching funds from other sources. Environmental reviews are required to comply with National Environmental Policy Act (NEPA) and HUD's enforcement measures. The review includes an analysis of 13 federal laws designed to protect certain environmental areas.

If the proposal is funded, Neighborhood Services Department staff will initiate the review and the agency will be kept informed about the estimated length of time to clear the project. If there are any costs associated with the environmental review process, or if the project requires archeological services, proposers will be required to include those items in their project budgets. NSD staff will help make this determination. Depending upon the project location, projects involving construction, rehabilitation and demolition can take up to 120 days to obtain an environmental clearance.

## **LEAD-BASED PAINT REGULATIONS**

HUD has issued final regulations on notification, evaluation, and reduction of lead-based paint hazards in homes receiving federal assistance. Rehabilitation of homes where children reside or spend significant amounts of time may be affected by this new regulation resulting in the testing of the painted surfaces that will be disturbed to determine the presence of lead-based paint. If paint surfaces are not lead-free, safe work practices will be required for the remediation.

## **ACCESSIBILITY TO PERSONS WITH DISABILITIES**

Programs, information, participation, communications, and services must be accessible to persons with disabilities and comply with the Americans with Disabilities Act.

## **PROPOSAL BUDGET**

Complete the project budget, including Personnel Services (salaries), and other cost components that the proposer identifies as necessary to carry out the project. The budgeted CDBG funding request must match the funding amount identified in proposal Question 2. The additional two columns should list any applicable cash and/or in-kind resources that will be used for the proposed program.

**Volunteers:** The use of volunteers not otherwise employed by the proposer is permitted. However, depending on the work the volunteer will perform, state-licensing requirements will apply. To determine in-kind volunteer contributions listed in the third column of the budget, use the organization's rate of pay for the position that is responsible for completing that specific type of work. If the proposer does not employ such a position, use the Independent Sector 2023 volunteer rate of \$31.80 per hour.

**Personnel:** Complete Schedule B if Personnel Services (salaries) will be paid with CDBG funds directly resulting from administering this program. Fill in the position title for each employee who will work on the project and be paid with CDBG funds.

## **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

Any Proposer shall not discriminate against any worker, employee or applicant or any member of the public. Proposers must be in compliance with Phoenix City Code, Chapter 18, Article V, as amended, Equal Employment Opportunity Requirements. Any questions regarding these requirements should be directed to the Equal Opportunity Department, at 602-262-6790. The City of Phoenix extends to each individual, firm, vendor, supplier, contractor and subcontractors an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of small or disadvantaged businesses and labor surplus area firms.

## **PUBLIC RECORDS**

All proposals submitted in response to the Request for Proposal shall become the property of the City and shall become a matter of public record available for review pursuant to Arizona state law after the award notification. The City of Phoenix is obligated to abide by all public information laws.

## **LEGAL WORKER REQUIREMENTS**

The City is prohibited by A.R.S. § 41-4401 from awarding an agreement to any contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, the Proposer agrees that:

- A. Proposer and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under Section VIII(C)(11)(a) shall be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.
- C. The City retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure Proposer and its subcontractor comply with the warranty under Section VIII(C)(11)(a).

## **SPECIAL TERMS AND CONDITIONS**

- 1. Proposers must be an incorporated nonprofit in Arizona by proposal submittal or a faith-based organizations.
- 2. Programs must serve low- and moderate-income Phoenix residents.
- 3. The City requires \$2 million in aggregate insurance coverage.
- 4. Fingerprinting is required for CDBG-funded staff and subcontractors working with vulnerable populations, including children or the elderly.
- 5. Congress created the CDBG program; federal regulations apply. Agencies funded will be required to comply with all federal regulations associated with the funding and will be required to submit documents demonstrating the administrative and financial capacity to manage a CDBG project.
- 6. Proposals are evaluated through a competitive process.

7. If proposers have received, or are receiving, CDBG funds, the performance of CDBG-funded programs are subject to review by the City of Phoenix and HUD.
8. Nondiscrimination employment practices and ADA requirements apply; among other regulations, a Drug Free Workplace is required.
9. Agencies are responsible for Workers' Compensation benefits, or claims by employees, and must indemnify and hold the City harmless against any and all claims.
10. Funded agencies can neither be indebted to the IRS, any public entity, nor have judgments or liens.
11. CDBG programs must comply with State and City licenses, zoning, permits and other related requirements.
12. Funded agencies must be registered with [www.Sam.gov](http://www.Sam.gov) and have a Unique Entity Identifier prior to contracting with the City.

## **WEB SITE / STAFF CONTACTS**

Interested Proposers may download the complete RFP from <https://solicitations.phoenix.gov>. Internet access is available at all public libraries. **To receive the RFP guidelines in alternative print/audio formats, contact the Neighborhood Services Department, 200 West Washington Street, fourth floor, Phoenix, AZ 85003. Voice number 602-534-4444 | TTY 602-495-0685.**

**Gioia Bufkin, Contracts Specialist II**  
**NSD.Procurement@phoenix.gov**

## **DISCUSSIONS**

The City reserves the right to conduct discussions with Proposers for the purpose of eliminating minor irregularities, informalities or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of the agency proposal.

## **PROPOSAL WITHDRAWAL**

An agency Proposer may withdraw the proposal by submitting a request in writing to the Neighborhood Services Department staff: Gioia Bufkin, City of Phoenix, Neighborhood Services Department, 200 W. Washington St., fourth floor, Phoenix, AZ 85003.

## **PROPOSAL REVIEW PROCESS**

The Proposal Review Process is described in **Section 8** of the Proposal Instructions. Before filling out the proposal, agencies should review the scoring criteria (e.g., Project Description and Need, Proposed Outcome/Impact, Track Record, Capability, and Project Budget). The City Review Panel will use these criteria to evaluate and score each proposal. City staff will review all proposals for eligibility and completeness. Only those proposals which are determined by NSD staff to satisfy the RFP criteria will be distributed to the City Review Panel.

## **PROPOSAL CONSIDERATIONS AND SUBMISSION**

The narrative portion of the proposal not including requested attachments, should be limited to 10 pages in 11-point font. All pages must be consecutively numbered. Double check budget numbers for mathematical accuracy. **Proposals must be in the actual possession of the City of Phoenix, Neighborhood Services Department, submitted via email to [nsd.procurement@phoenix.gov](mailto:nsd.procurement@phoenix.gov) no later than 2:00 p.m. Thursday, May 16, 2024.**

1. **Proposal Copies:** 1 PDF  
Your completed PDF file must include:
  - a. Proposal (maximum 10 pages in 11-point font, excluding requested attachments)
  - b. Organization Chart
  - c. Board of Directors
2. **Responsive Proposals:** Proposals must meet all the material requirements of the RFP. Only those proposals determined to be responsive will be evaluated and scored by the Review Panel in accordance with the proposal evaluation criteria set forth in **Section 8**. The Review Panel may request a formal presentation from the highest scored proposals before developing funding recommendations.
3. **Late Proposals:** Proposals received **after the deadline of 2:00 PM Thursday, May 16, 2024**, will not be accepted regardless of the reason. **The time stamp is based on receipt in the City of Phoenix' Neighborhood Services Procurement Inbox.**
4. **Non-Responsive Proposals:** Proposals deemed non-responsive or ineligible will not be evaluated or considered for award. Examples of non-responsive proposals include:
  - Proposals that do not meet a HUD National Objective;
  - Proposals that are not eligible or do not conform to the CDBG RFP criteria.
  - Proposers who are not authorized to transact business in Arizona and in good standing with the Arizona Corporation Commission, at the time its proposal is submitted.
  - Proposers who do not possess all valid certifications and/or licenses as required by federal, state or local laws at the time of submittal.
  - Proposers or any member or affiliate of a proposing team that currently contracts with the City who are not in good standing For this RFP, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

## **SYSTEM FOR AWARD MANAGEMENT**

The System for Award Management (SAM) is the Official U.S. Government system that tracks federal contracts, including City of Phoenix CDBG contracts. Selected Proposers of the RFP will be required to register at [www.SAM.gov](http://www.SAM.gov) prior to receiving City funding. Registration in SAM is NOT required to submit a proposal.

## **SECTION 3**

### **DEFINITION OF KEY WORDS**

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#### **CONFLICT OF INTEREST:**

Conflicts of interest (or appearance thereof) can undermine activities supported with federal funds and are illegal. The general rule is that no employee, board member, officer, agent, consultant, or elected or appointed officials of the recipients or sub-recipients that are receiving funds under a CDBG assisted project, who have responsibilities with respect to the CDBG activities, or are in a position to participate in decision making processes, or have access to inside information with regard to the activities, can obtain a financial interest or benefit from a CDBG assisted activity during their tenure or for one year thereafter (Federal Regulation 24 CFR 570.611).

Proposers must maintain a written code of standards of conduct governing the purchase of materials, products, supplies, and services, and awarding and administering sub-recipient contracts. Personnel involved in the procurement process must be trained to recognize situations that create conflicts of interest, or the appearance of a conflict of interest. The agency personnel should:

- Be familiar with the agency's code of ethics and potential conflict of interest issues
- Not take gifts or gratuities from persons or organizations associated with the procurement process.

## DISABLED:

A person who is determined to:

1. Have a physical, mental, or emotional impairment that:
  - a. Is expected to be of long-continued and indefinite duration; and
  - b. Substantially impedes his or her ability to live independently; and
  - c. Is of such a nature that the ability could be improved by more suitable housing conditions; or
2. Have a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001-6007).

## ELIGIBILITY:

Projects funded with CDBG funds must meet one of the National Objectives:

1. Benefit low- and moderate- income persons; or
2. Prevent or eliminate slums and blight.

## LOW-AND-MODERATE-INCOME OR LOW-INCOME HOUSEHOLD:

The term "low- and moderate-income" means a household at or below 80 percent of the Area Median Income (AMI) adjusted for family size for the area as defined in Section 102 of the Housing and Community Development Act of 1974, as amended:

AREA MEDIAN INCOME (AMI)	
0-30% of median (Extremely Low Income)	
31-50% of median (Very Low Income)	
51%- 80% of median (Low/Moderate Income)	
Above 80% of median (Non-Low/Moderate Income) - <i>NOT ELIGIBLE for CDBG ASSISTANCE</i>	

Family Size	1	2	3	4	5	6	7	8
30% of AMI	\$21,600	\$24,700	\$27,800	\$31,200	\$36,580	\$41,960	\$47,340	\$52,720
50% of AMI	\$36,000	\$41,100	\$46,300	\$51,400	\$55,550	\$59,650	\$63,750	\$67,850
80% of AMI	\$57,600	\$65,800	\$74,050	\$82,250	\$88,850	\$95,450	\$102,000	\$108,600



## **MATCHING AND IN-KIND FUNDS:**

Matching funds are other agency (non-CDBG) resources immediately accessible and firmly committed to the project. Matching funds can include a blend of cash, loans or in-kind resources available to finance the project costs. In-kind contributions must have a specific dollar value established in accordance with generally accepted accounting principles. The basis of determining the value for personal services and donated materials and supplies must be identified as well as documented in the proposal. Volunteer services may be counted if the service is an integral and necessary part of an approved CDBG funded project. Rates for hours should be consistent with organizational rate of pay for the position that is responsible for completing that specific type of work. If the proposer does not employ such a position, use the Independent Sector 2023 volunteer rate of \$31.80 per hour. The value assigned to donated materials and supplies must be consistent and not exceed market value at the time of donation.

## SECTION 4

### INSURANCE REQUIREMENTS

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If the proposal is funded, the agency will enter into a contract with the City of Phoenix. All City contracts require insurance and indemnification language so that the responsibility for paying claims lays with the agency and financial resources are available to pay claims. The insurance requirements listed below are minimum requirements and the City, which in no way warrants that the minimum limits are sufficient to protect the agency from liabilities that might arise from carrying out the funded program. The agency is free to maintain additional insurance, as it deems necessary. Depending upon the program activities and the program beneficiaries, several types of insurance coverage will be required. This information is provided to help in the development of the overall operating cost of the proposed program and to ensure sufficient funds are set aside for insurance.

- The policy must name the City of Phoenix as an additional insured with respect to liability for bodily injury, property damage and personal and advertising injury with respect to premises, ongoing operations, products and completed operations and liability assumed under an insured contract arising out of the activities performed by, or on behalf of the Contractor related to this Contract.
- There shall be no endorsement or modification which limits the scope of coverage or the policy limits available to the City of Phoenix as an additional insured. Contractor will provide all policy endorsements, exclusions, and declaration pages at the request of the City of Phoenix.
- City of Phoenix must be named as an additional insured to the full limits of liability purchased by the Contractor.
- The Contractor's insurance coverage must be primary and non-contributory with respect to any insurance or self-insurance carried by the City.

**Minimum Scope and Limits of Insurance** - coverage with limits of liability not less than those stated below are required for f CDBG funded projects.

#### **Commercial General Liability**

- |   |             |
|---|-------------|
| • General Aggregate                         | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury           | \$1,000,000 |
| • Each Occurrence                           | \$1,000,000 |

#### **Sexual Abuse and Molestation Coverage- \$1,000,000**

- Coverage is required if the activities involve working with or caring for children or physically or developmentally disabled people via policy endorsement.

#### **Automobile Liability - Combined Single Limit \$1,000,000**

- Required only if activities involve the use of transportation in the provision of services
- Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

## Worker's Compensation and Employers' Liability

- Workers' Compensation
- Statutory
- Employers' Liability
- Each Accident \$500,000
- Disease – Each Employee \$500,000 Disease

## Professional Liability - Errors and Omissions Liability

- Required only if activities involve providing professional services:
  - Each Claim \$1,000,000
  - Annual Aggregate \$2,000,000

**NOTICE OF CANCELLATION:** Insurance policies must be the appropriate coverage for and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits.

**ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an “A.M. Best” rating of not less than A: VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Agency from potential insurer insolvency.

**VERIFICATION OF COVERAGE:** The City must receive certificates of insurance (ACORD form or equivalent approved by the city) as required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage. The City of Phoenix must be listed as an additional insured (to the extent City is indemnified pursuant to the Indemnity Provisions herein) on all certificates of insurance.

**PROFESSIONAL LIABILITY INSURANCE:** Professional liability insurance protects against losses that occur when a "professional" fails to practice his or her art to the standard of care of that profession. Therefore, there can be risks to the agency associated with errors (or allegations of errors) in the professional's work product or judgment. In order to determine if your proposed program will need professional liability insurance, ask yourself:

1. Will the program employ professional licensed or certified workers (e.g., accountants, teachers, medical professionals, psychologist, etc.)?
2. Will the information developed by the professional be used in a providing services or decision-making process within the Agency that could create a liability?

If the answer is **yes** to either of these questions, then professional liability insurance is required.

The types of losses that can occur under such circumstances are often excluded under general liability policies. They can be covered through separate professional liability insurance policies, also known as “**errors and omissions**” (E&O) liability insurance.

Examples of services that would require professional liability coverage include, but are not limited to:

Accountants	Childcare workers	Consultants
Auditors	Financial consultants	Teachers
Attorneys	Medical professionals	Social Workers

## SECTION 5

### GUIDE TO FILLING OUT THE PROPOSALS

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*The following step-by-step guide is provided to help agencies respond to the proposal questions.*

1. **Applicant Information.** Complete legal name of the agency requesting funding. Include contact information for person available to answer questions regarding proposal.
2. **Program Information.** Provide the name of the proposed program, service location and the dollar amount of CDBG funds requested.
3. **Certification.** Print the name and title of an individual authorized to legally bind the Proposer. The authorized individual must also sign the proposal on the agency's behalf.
4. **Meeting a CDBG National Objective.** All projects must serve one of the National Objectives for CDBG funds defined by HUD (Page 9, SECTION 3, ELIGIBILITY).
5. **Describe the Agency purpose/mission.** Provide an overview of the agency's purpose.
6. **Organizational Chart and Board of Directors.** Attach and label both Organizational Chart & Board of Directors.
7. **Mailing Address.** Enter the agency's complete mailing address.
8. **Taxpayer Identification No. (TIN).** List the agency's Taxpayer Identification Number provided by the Internal Revenue Service
9. **UEI Number .** List the agency's Unique Entity Identifier (UEI) Number **as obtained via SAM.gov.**
10. **Faith-Based Organizations.** Please indicate if the agency is faith-based. This information is used for tracking purposes only and will not impact the proposal evaluation.
11. **Arizona Nonprofit Incorporated.** Please indicate Yes or No and provide the incorporation date. Proposers must provide a Certificate of Good Standing dated within the last 12 months.
12. **Census Tracts.** Please indicate area to be served through the program.
13. **Program description.** Be clear and concise.
14. **Describe the Program Service Delivery.** Describe how your program will reach your target population.
15. **Program Activities, Objectives and Goals.** Briefly describe the services to be provided to the program's target population. Each activity listed must be clearly defined and also have an objective and goal to be listed in subsequent questions. For example, "Provide rehabilitation services of up to \$10,000 in improvements for no fewer than 15 (fifteen) owner-occupied single-family homes."
16. **Home Accessible Modification Activities.** Briefly explain how your agency will solicit participants, assess potential projects, and ensure project requirements are met.
17. **Program Reporting.** Briefly explain how your agency will report information regarding project achievements.
18. **Sources of Agency Funding.** List all sources of agency funding. For example, United Way, corporate sponsorship, other state, local, or federal funding.

19. **Matching Funds for this Proposal.** Matching funds are non-CDBG funds that will be used in conjunction with the CDBG request to complete the project. Matching funds can be a blend of cash, loans, in-kind gifts or volunteer labor. These funds must be firmly assigned to the specific project and immediately available. Matching funds are not required for projects but enhance proposals, as described in Section 8.
20. **Collaboration with Other Agencies.** Explain if the proposed project will be carried out with the help or support of other agencies or organizations. Name the organizations and be specific about their involvement and/or support.
21. **Describe the agency's method or means of conducting outreach for the program and how the agency will verify the potential client eligibility.**
22. **Explain the agency's client intake/approval and scope of work development process.**
23. **Outline, in detail, the contractor selection process. Describe how contractor selection and project awards will be made.** Please explain how the Proposer will ensure compliance with applicable procurement-related regulatory requirements.
24. **Explain in detail (quantify / qualify) any fee for service the agency charges for this program as direct program cost.** The Proposer shall not spend more than 15% of its awarded funding on administrative and / or indirect costs. Indirect costs could include; office supplies, office equipment, and utilities. Administrative costs could include; staff salaries, trainings, and office rent and maintenance.
25. **Agency Performance History.** If funded with CDBG in a prior year, list the most recent program and outcomes. If the Proposer has not received CDBG funds, list other programs sponsored using other funding sources. If listing a current City of Phoenix CDBG grant, provide a detailed explanation regarding the status of the project. Other funding sources can include projects carried out by volunteers. For all programs indicate the number of persons served and the program goals.

**Schedule A – The Budget.** If your proposal is funded, CDBG-paid expenditures must be documented with receipts and or invoices that verify the expense was incurred and that the cost is allowable under grant terms and conditions. If CDBG funds are requested to pay for Personnel Services (salaries), Schedule B must be completed for the positions to be funded.

**Schedule B – Personnel Schedule.** Complete Schedule B if the proposal includes CDBG funds to pay for staff salaries.

## SECTION 6

### PROPOSER QUESTIONS AND NOTIFICATION

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**Proposers are advised to read this RFP in its entirety. Failure to read and/or understand any portion of this RFP will not be cause for waiver of any portion of the RFP or subsequent contract.**

All questions about this RFP must be submitted in writing no later than the deadline listed on page 2 to NSD.Procurement@phoenix.gov. Please list the name of this RFP in the subject line when submitting questions. All written questions received by the deadline will be responded to in a written addendum and posted on <https://solicitations.phoenix.gov/>.

## SECTION 7

### PRE-PROPOSAL MEETING

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Proposers are strongly encouraged to attend the pre-proposal meeting at the date and time listed on page 1 via Webex or conference call. The purpose of this meeting is to review this RFP and respond to questions. Registration is required and can be completed at:

<https://phxyou.webex.com/weblink/register/r174f7e29005024207e344dc0b4216f18>

#### Changes to the RFP

Changes to this RFP will be in writing as an addendum and posted on the <https://solicitations.phoenix.gov/>. The City is not responsible for any oral instructions given by any City employee, consultant, or official regarding RFP instruction, specifications, or documents.

Although registered pre-proposal meeting attendees and potential proposers who request such notification in writing will be notified by email when documents related to this RFP are available on the <https://solicitations.phoenix.gov/>, proposers are responsible for obtaining and complying with any and all information posted on the website.

## SECTION 8

### PROPOSAL REVIEW PROCESS AND EVALUATION CRITERIA

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#### PROPOSAL REVIEW PROCESS

- All proposals will be reviewed by City staff for eligibility, completeness and feasibility.
- Proposals deemed ineligible will not be considered for funding and not forwarded to the Review Panel.
- The Review Panel will analyze and score each proposal based on the Evaluation Criteria below.

#### **FY 2024 – 2025 HOME ACCESSIBILITY MODIFICATIONS RFP TIMELINE**

Request for Proposals (RFP) Opens	Thursday, April 18, 2024
Pre-Proposal Meeting (Local Phoenix Time)	2:00 PM May 1, 2024, 2:00 – 3:00 PM
Submittal of Written Questions Deadline (Local Phoenix Time)	2:00 PM May 3, 2024
Responses to Written Questions	May 8, 2024
RFP Closes	2:00 PM Thursday, May 16, 2024
NSD Staff Eligibility Reviews	May 2024
Review Panel Reviews & Scores Proposals	May 2024
Award Notification Letters Sent	June 2024
Agency Pre-Contract Orientation	June 2024
Funding Available / Contracts Developed	July 2024

## **EVALUATION CRITERIA**

### **1. PROJECT DESCRIPTION AND NEED (0 to 200 points)**

Points will be awarded based on the overall project description and need. The project should be well-defined with an implementation plan, addressing the unmet needs of the target audience, and an explanation of how the program is not duplicative of other services.

### **2. PROPOSED OUTCOME AND IMPACT (0 to 300 points)**

Points will be awarded based on the overall project outcome and impact. The proposal should address the major goals for the RFP with oriented results with measurable outcomes and objectives which are challenging yet realistic. As well, the proposal should explain how the project will assist low- and moderate-income residents of the City of Phoenix. The impact of the project should contribute to upgrading and / or improving the appearance and stability of surrounding neighborhoods. As well, evidence of linkage to, or representative of, neighborhood/neighborhood's residents. Neighborhood boundaries for eligible properties should be clearly defined.

### **3. TRACK RECORD (0 to 150 points)**

Points will be awarded based on the overall track record of the proposer; a description of prior experience with documented results in the type of work being planned and evidence of collaboration with existing programs and service is required. In addition, an description of prior experience with federal grants awards or loans is also required. The proposer must explain if it has had an audit or monitoring visit within the last 24 months and if there are any unresolved audit or monitoring findings.

### **4. CAPABILITY (0 to 200 points)**

Points will be awarded based on the overall capability of the proposer. The proposer should have the capability to manage and implement federal regulations, including 2 CFR Part 200 and specific CDBG federal regulations. In addition, the proposer should have current staff with experience in this type of program. The proposer should have the ability to maintain and store case files in accordance with City, State, and federal requirements.

### **5. PROJECT BUDGET (0 to 150 points)**

Points will be awarded based on the overall project budget, including the amount of project leveraging of other resources. The proposer must have available funds to expend on administrative or indirect costs. No more than 15% of awarded funds can be used towards administrative costs. Projects must achieve closeout and final reimbursement by June 30, 2025.

## **SECTION 9**

### **REPORTING REQUIREMENTS FOR FUNDED AGENCIES**

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**Agencies ultimately receiving FY 2024-25 City of Phoenix Community Development Block Grant (CDBG) funding should be aware of several reporting requirements briefly explained in this Section. Programmatic reports and reimbursement requests are mandatory and due monthly.**

#### **WHY ACCURATE REPORTS ARE NECESSARY**

CDBG funds originate at the federal level through the U.S. Department of Housing and Urban Development (HUD). The City of Phoenix is required to document the accomplishments of each grant award. HUD is currently evaluating the overall impact of the CDBG program, so it is of utmost importance that accurate accomplishments are recorded in order to show how Phoenix and its subrecipient agencies are making tremendous use of the funds. HUD wants to hear about all the work you do to improve the community!

#### **WHAT WILL BE REQUIRED OF CDBG FUNDED AGENCIES**

The following is a list of requirements expected for agencies funded in the 2024-25 grant year. This list can be changed at any time prior to contract execution, depending upon the guidelines given to the City of Phoenix from HUD. This list is therefore not exhaustive; it is simply a guide so that agencies are aware of any documentation that may be required for tracking clients.

- Amount of money leveraged for the program (e.g., how much money went into the program, total of CDBG and all other funds).
- Number of persons assisted.
- Addresses of persons assisted.
- Income levels of persons assisted (30, 50 or 80 percent of the median income, adjusted for family size).
- Race, ethnicity, and disability status of the persons assisted.
- Number of communities/neighborhoods assisted.

Please note that each agency awarded CDBG funds will be assigned a Project Manager who will be available to provide technical assistance, particularly in the reporting/data collection process. Project Managers will work with funded agencies to develop tracking and reporting tools to help agencies submit timely and accurate monthly reports.



## SECTION 10

### PROPOSER CHECKLIST

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Before you submit your proposals, please review the following list to be sure your proposals are complete and that your agency has not forgotten any key elements.

- ☐ Proposal limited to no more than 10 pages, including the budget pages but excluding the attachments.
- ☐ Proposal should be prepared in 11-point font and submitted as a PDF file.
- ☐ Reduce oversized pages to 8½ x 11 inches.
- ☐ Attach only the additional information requested in proposal instructions (e.g., board of directors, organizational chart).
- ☐ Provide a key contact person's name, phone number and email for follow-up calls and written correspondence related to the grant; the contact can be the person authorized to sign the contract or another staff member of the agency.
- ☐ Proposal must be signed by an authorized representative of the proposing agency.
- ☐ Keep a copy of the proposal for your records.

## SECTION 11

### REQUIREMENTS FOR HOME ACCESSIBLE MODIFICATIONS

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The following requirements apply for the Home Accessibility Modifications Program.

- ❑ Projects must be located within the City of Phoenix.
- ❑ Applicants must be income eligible under CDBG regulations.
- ❑ Exterior and interior improvements are eligible for:
  - ❑ Accessibility modifications.
  - ❑ Improving the health, safety of the home, and the welfare its occupants.
- ❑ Examples of projects include:
  - ❑ Grab bars in bathrooms.
  - ❑ Lowered countertops.
  - ❑ Exterior ramps.
  - ❑ Widened door or entryways.
- ❑ Site visit and accompanying documentation (before and after photos) by agency program staff are required for each project.
- ❑ Environmental clearance must be completed by City staff before work may commence. Any additional scope of work items after an environmental approval may require an additional environmental clearance and prior written approval from the City of Phoenix.
- ❑ Bid advertisements must include the approved scope of work (using the environmental clearance) and a project timeline.
- ❑ A federal debarment search must be performed for each client and contractor before each project commences with copies placed in the project file.
- ❑ Copies of bid advertisements, bid sheets, and subcontractor contracts must be included in project files.
- ❑ Certification of Completion forms must be signed by the beneficiary and the contractor.
- ❑ Agencies are strongly encouraged to recruit Minority and Women Owned Businesses as well as Labor Surplus Area firms and to build a Qualified Vendor List (QVL) of qualified contractors to perform project work. The QVL may be valid for the period of performance of a grant; however, the agency is responsible for checking debarment lists before using any contractor for a project. All contractors must be registered in the System for Award Management ([www.SAM.gov](http://www.SAM.gov)) prior to being added to the QVL.

## SECTION 12

### OTHER REQUIRED INFORMATION

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#### **SOLICITATION TRANSPARENCY POLICY**

Beginning on the date the solicitation is issued and until the date the contract is awarded or the solicitation withdrawn, all persons or entities that respond to the solicitation for the Home Accessibility Modifications, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venture(s), member(s), or any of their lobbyists or attorneys, (collectively, the Proposer) will refrain, from any direct or indirect contact with any person (other than the designated contracting officer) who may play a part in the selection process, including members of the evaluation panel, the City Manager, Assistant City Manager, Deputy City Managers, Department Heads, the Mayor and other members of the Phoenix City Council. As long as the solicitation is not discussed, Proposers may continue to conduct business with the city and discuss business that is unrelated to the solicitation with the city staff.

Proposers may discuss their proposal or the solicitation with the Mayor or one or more members of the Phoenix City Council, provided such meetings are scheduled through **Gioia Bufkin, Contracts Specialist II**, conducted in person at 200 W. Washington St., Phoenix, Arizona 85003, or online via Webex, and are posted as open meetings with the City Clerk at least 24 hours prior to the scheduled meetings. The City Clerk will be responsible for posting the meetings. The posted notice shall identify the participants and the subject matter, as well as invite the public to participate.

With respect to the selection of the successful Proposer, the City Manager and/or City Manager's Office will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the City Manager and/or City Manager's Office and Department Head (or representative) to the proposal review panel or selecting authority must be provided in writing to all prospective Proposers.

This policy is intended to create a level playing field for all Proposers, assure that contracts are awarded in public and protect the integrity of the selection process. **PROPOSERS THAT VIOLATE THIS POLICY WILL BE DISQUALIFIED.**

#### **CONFIDENTIAL INFORMATION:**

The City of Phoenix is obligated to abide by all public records laws.

If a Proposer believes that a specific section of its proposal is confidential, the Proposer must isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Proposer must include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and City staff will review the material and make a determination.

#### **CERTIFICATION:**

By signature in the Submittal page the Proposer certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. Proposer will not discriminate against any employee, or applicant for employment in violation of Federal or State Law.
3. Proposer 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.

4. Proposer does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
5. Proposer is financially stable and solvent and has adequate cash reserves to meet all financial obligations while waiting reimbursement from the City.

### **RESPONSIVE PROPOSALS:**

Proposals must meet all material requirements of the solicitation. All required elements of a sealed proposal will be evaluated on an evaluation criteria basis. The use of scoring or ranking cannot be used to evaluate non-responsive proposals. Only those proposals determined to be responsive will be evaluated and scored by the Review Panel in accordance with the criteria set forth in the Scope of Work in this RFP.

In addition, the Review Panel MAY request a formal presentation from the highest ranked Proposers before a final recommendation is made. If presentations are requested, the Review Panel will re-convene, review, and re-score the evaluation categories based on the expanded information in the presentation.

In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Proposer submitting a proposal.

Experience with the City and entities that Review Panel members represent may be taken into consideration when evaluating qualifications and experience.

If two or more finalists are tied, the finalist with the highest capabilities score will be awarded the contract.

**Note: In addition to the foregoing information submitted by Proposers, the City shall have the right to consider other verifiable information bearing on financial stability and strength including without limitation, information provided by former employees and/or creditors.**

### **NON-RESPONSIVE PROPOSALS:**

Proposals deemed non-responsive will not be evaluated or considered for award.

1. The following proposals will not be evaluated:
  - Proposals submitted unsigned.
  - Proposals that do not conform to the minimum specifications stated in the scope of work.
  - Proposals that contain altered or conditional cost information.
  - Proposals submitted by a Proposer who does not have valid certifications and/or licenses required by state, federal or local law or regulations to perform the service requested at the time of the submittal.
  - Proposals that fail to contain the required bonds, security assurances or insurance certificates as specified in this RFP.
  - Proposals not received by the designated due date, place, time, and manner of delivery.

2. Proposals may be deemed non-responsive during the evaluation process by the City if:
- Proposer does not meet the minimum required skill, experience or other conditions or terms set forth in this RFP.
  - Proposal does not comply with the submission requirements including any specified page limits.
  - Proposer does not have a past record of sound business integrity and/or fulfilling contractual obligations.
  - Proposer is not financially stable or solvent or does not have cash reserves to meet all financial obligations while waiting reimbursement from the City. (A Proposer who is borrowing any or all of the monies necessary to meet initial expenses between the start of the contract period and receipt of the first payment must provide a Letter of Commitment from the Proposer's creditor to the City's satisfaction).
  - Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, are intended to mislead the City in its evaluation of the proposal.

### **NO EXCEPTIONS:**

Proposals must not take any exceptions to any terms, conditions or material requirements of this solicitation. Proposals submitted with exceptions may be deemed non-responsive and disqualified from further consideration in the City's sole discretion. Proposers must conform to all the requirements specified in the solicitation. The City encourages Proposers to send inquiries to the procurement officer rather than including exceptions in their Offer. See Inquiries and Schedule of Events.

### **OFFER AND 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 120 days after the proposal due date and time.

### **CITY'S RIGHT TO DISQUALIFY FOR CONFLICT OF INTEREST:**

The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer submitting a proposal herein waives any right to object now or at any future time, before anybody or agency, including but not limited to, the City Council of the City of Phoenix or any court.

### **PROTEST PROCESS**

Any unsuccessful bidder may file a protest no later than seven calendar days after the recommendation is made. All protests shall be in writing, filed with Spencer J. Self, Neighborhood Services Department Director, and include the following

- Identification of the RFP or other solicitation number.
- The name, address and telephone number of the protester.

A detailed statement describing the legal and factual grounds for the protest, including copies of relevant documents.

- The form of relief requested.
- The signature of the protester or its authorized representative.

The Neighborhood Services Department will render a written decision within 14 calendar days after the protest is filed.

## **SELECT CONTRACT CLAUSES**

The agreement resulting from a successful Proposal will include the following clauses, among others:

### **BUILD AMERICA, BUY AMERICA**

In accordance with sections 70912 and 70914(a) of the Build America, Buy America Act (Pub. L. 117-58), the AGENCY will ensure all iron, steel, manufactured projects, and construction materials used in the project funded under this Agreement are produced in the United States, unless a waiver applies under section 70914(b) of the Act.

## **CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:**

### **1. Contract Worker Background Screening:**

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

### **2. Background Screening Requirements and Criteria:**

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

#### **Maximum Risk and Background Screening ("Maximum Risk")**

A Maximum Risk Background Screening shall be performed when the Contract Worker: (i) will have contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; and (ii) will have responsibility for the receipt or payment of CITY funds or control of inventories, assets, or records that are at risk of misappropriation. The Background Screening for maximum risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 to verify legal Arizona worker status; a background check for real identity/legal name, including felony and misdemeanor

records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Worker has lived at any time in the preceding seven (7) years from the Worker's proposed date of hire; and a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Agency Worker's proposed date of hire. Agency Workers who work directly with children or vulnerable adults are also subject to fingerprint verification through the Arizona Department of Public Safety as mandated by Phoenix City Code, § 2-45.6.

**3. Continuing Duty Audit:**

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

## **CONTRACT TERMINATION**

**1. Gratuities:**

The City may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the city making any determinations with respect to the performing of such contract. In the event this Contract is canceled 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 Contractor the amount of the gratuity.

**2. Conditions and Causes for Termination:**

This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving 30 days written notice to Contractor. The City at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Contractor shall submit detailed cost claims in an acceptable manner and shall permit the city to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

The City reserves the right to cancel the whole or any part of this Contract due to failure of Contractor to carry out any term, promise, or condition of the Contract. The City will issue a written notice of default to Contractor for acting or failing to act as in any of the following:

In the opinion of the City, Contractor provides personnel who do not meet the requirements of the Contract;

In the opinion of the City, Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, Contractor attempts to impose on the City personnel or materials, products or workmanship, which is of an unacceptable quality;

Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, Contractor fails to make progress in the performance of the requirements of the Contract and/or give the City a positive indication that Contractor will not or cannot perform to the requirements of the Contract.

3. **Contract Cancellation:**

All parties acknowledge that this Contract is subject to cancellation by the City of Phoenix pursuant to the provision of Section 38-511, Arizona Revised Statutes.