



City of Phoenix
NEIGHBORHOOD SERVICES DEPARTMENT

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM



Coronavirus Aid Relief Economic Security Act (CDBG-CV)

**OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM
(RESPONSE TO SHELTER IN PLACE SERVICES)
REQUEST FOR PROPOSAL (RFP)
NSD-RFP-20-007**

PROPOSAL INSTRUCTIONS

Proposals Available: Thursday, May 21, 2020
Proposals Due: 2:00 PM Monday, June 1, 2020

Neighborhood Services Department
200 W. Washington St., 4th Floor, Phoenix, AZ 85003

Proposal Contact: Gioia Bufkin, Contracts Specialist II | NSD.Procurement@phoenix.gov

To receive the RFP guidelines in alternative print/audio formats, contact the
Neighborhood Services Department ADA Liaison, 200 W. Washington St., 4th Floor, Phoenix, AZ 85003.
Voice number 602-534-4444 | TTY 602-495-0685

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SECTION I

1. OWNER-OCCUPIED HOME REHABILITATION REQUEST FOR PROPOSALS FUNDING CATEGORY

Funding Intent and Purpose:

Proposals submitted under this RFP will utilize funding authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, enacted March 27, 2020 for the purpose of preventing, preparing for, and responding to growing effects of the coronavirus (COVID-19) public health crisis. The purpose of these funds is to assist non-profit organizations to provide Owner-Occupied Home Rehabilitation services to low- and moderate-income City of Phoenix residents as a result of the COVID-19 public health crisis. The proposed Owner-Occupied Home Rehabilitation Program will support the shelter in place response to the COVID-19 public health crisis by addressing health and safety hazards that allow residents to social distance.

Proposals must meet the low- and moderate-income CDBG National Objective, Limited Clientele (LMI). Eligible applicants must be an incorporated non-profit organization, in good standing with the State of Arizona, that primarily serve low- and moderate-income Phoenix residents. 'Primarily' is defined as serving more than 51% low- and moderate-income Phoenix residents. Funds may not be used for religious or political purposes. Proposals that fail to meet the applicable tests will NOT BE considered for funding. Respondents will be evaluated on their ability to implement and begin providing services within 45 days of contract award.

Successful applicants must demonstrate capacity to deliver services to support low- and moderate-income Phoenix residents shelter in place in response to the COVID-19 public health crisis. Applications will be reviewed for completeness and compliance with federal, state and local regulations.

The City expects to award at least \$1,000,000 through this RFP with the potential for additional funding available in the future. Respondents should request an amount no less than \$150,000 and no more than \$400,000. The City expects to award more than one agency.

Please note: Grant awards will be administered on a reimbursement basis only, after submission of accurate invoices and required source documentation.

OWNER-OCCUPIED HOME REHABILITATION PROGRAM
Proposals submitted under this priority include improvements intended to diminish substandard housing units, maintain and extend the life of affordable housing inventory, correct health and safety hazards in deteriorated housing units, and improve the quality of life for the homeowner population in the city of Phoenix to support sheltering in place needs as a response to the COVID-19 pandemic.
Respondents will be expected to have fully expended funding by December 31, 2020 and prioritize the expenditure of the funds once awarded.

2. CITY'S VENDOR SELF-REGISTRATION AND NOTIFICATION:

Vendors must be registered in the City's eProcurement Self-Registration System at <https://www.phoenix.gov/financesite/Pages/EProc-help.aspx> in order to receive solicitation notices, respond to solicitations and access procurement information. The City may, at its sole discretion, reject any offer from an Offeror who has not registered in the City's eProcurement system. **The product categories for this solicitation are 801560000, 918250000, 953370000, 470000000, 470540000, 150240000, 470560000, 913470000, and 578000000.**

SECTION 2

INTRODUCTION TO CDBG-CV AND PROPOSER INSTRUCTIONS

The City of Phoenix, Neighborhood Services Department, which administers the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program, is issuing this Request for Proposal (RFP) utilizing Coronavirus Aid, Relief, and Economic Security Act (CARES Act CDBG-CV). The purpose of the CARES Act is to provide funding that will be used to prevent, prepare for, and respond to coronavirus.

The proposal form and detailed instructions are available to assist in the development of the proposal. City staff are also available by appointment Monday through Friday, 8 a.m. to 5 p.m., to help in the development of a viable proposal by clarifying the RFP criteria and associated funding requirements. For technical assistance, email rehab.nsd@phoenix.gov

ELIGIBLE APPLICANTS

Nonprofit and Neighborhood Organizations – Applicants must be nonprofit Arizona corporations by the time of proposal submission and the primary program beneficiaries must be low- and moderate-income city of Phoenix residents. Proposals must meet a CDBG National Objective.

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 services. Faith-based organizations that participate in the CDBG program will retain independence from federal, state and local governments and may carry out its 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 on the basis of religion or religious belief.

OWNER-OCCUPIED HOME REHABILITATION PROGRAM ACTIVITIES

Respondents will be required to conduct program outreach, qualify applicants for eligibility, develop project scope or work and cost estimates, manage project competitive bid process, manage contract signings, serve as the liaison between the contractor and the homeowner, submit reimbursement requests and prepare for program monitoring by the City.

INELIGIBLE ACTIVITIES AND EXPENSES

- Indirect costs
- Services that do not serve Phoenix residents
- Services that do not primarily serve low- and-moderate-income persons
- Political activities
- Income payments
- Stipends
- Marketing
- 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. **Premature committing or expending any funds prior to the environmental review will jeopardize the eligibility of the project.** This includes 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 analysis of 13 federal laws designed to protect certain environmental areas.

If the program is funded, Neighborhood Revitalization staff will initiate the review and the agency will be kept informed about the estimated length of time to clear the project. The review normally is completed at no cost. However, if the project is geographically located in an area of potential archaeological resources, archeological services will be required and must be included in the project budget. Staff can assist you in making this determination. Depending upon the project location, projects involving construction, rehabilitation and demolition can take up to 120 days to obtain an environmental clearance.

LIEN REQUIREMENTS

No lien requirements are associated with the City's CDBG-CV Owner-Occupied Housing Rehabilitation Program funding.

LEAD-BASED PAINT REGULATIONS

HUD has issued final regulations on notification, evaluation and reduction of lead-based paint hazards in some facilities receiving federal assistance. Rehabilitation of facilities where children are served may be affected by this new regulation resulting in 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 (ADA).

PROPOSAL BUDGET

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

Volunteers: The use of volunteers not otherwise employed by the agency is permitted. However, depending on the work the volunteer will perform, state-licensing requirements would apply. To determine in-kind volunteer contributions listed in the third column of the budget, use an estimated cost of paying an employee to do the same work.

Personnel: Complete Schedule B if Personnel Services (salaries) are paid with CDBG-CV. Fill in the position title for each employee who will work on the project and be paid with CDBG-CV.

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, 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.

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, contractor agrees that:

- a. Contractor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 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 that contractor or subcontractor is complying with the warranty under Section VIII(C)(11)(a).

SPECIAL TERMS AND CONDITIONS

1. Applicants must be an incorporated nonprofit in Arizona by proposal submittal.
2. Programs must primarily serve low- and moderate-income Phoenix residents.
3. The City requires \$2 million aggregate insurance coverage.
4. Fingerprinting is required for funded staff working with vulnerable populations (i.e. children, the elderly or special needs population).
5. Congress created the CDBG-CV program and federal regulations apply. Funded agencies will be required to comply with all federal regulations associated with the funding and will be required to submit documents demonstrating administrative and financial capacity to manage a CDBG project.
6. Proposals are reviewed through a competitive process and many worthy proposals will not be funded.
7. Funded program records are subject to review by the City of Phoenix and HUD.
8. Nondiscrimination employment practices and ADA requirements apply; a Drug Free Work Place 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 cannot be indebted to the IRS or any public entity nor have judgments or liens.
11. CDBG programs must comply with state and city licenses, zoning, permit and other related requirements.
12. Funded agencies must be registered with www.sam.gov prior to contracting with the City.

WEB SITE / STAFF CONTACTS

Interested Proposers may download the complete RFP from <https://solicitations.phoenix.gov>. To receive the RFP guidelines in alternative print/audio formats, please make an appointment to meet the Neighborhood Services Department ADA Liaison at voice number 602-534-4444 | TTY 602-495-0685. Scheduled appointments will take place at 200 W. Washington St., fourth floor, Phoenix, AZ 85003.

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 via email to the Proposal Representative: Gioia Bufkin, at nsd.procurement@phoenix.gov

PROPOSAL REVIEW PROCESS

The Proposal Review Process is described in **Section 6** 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/Capacity, 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 staff determine to satisfy the RFP criteria will be distributed to the City Review Panel.

PROPOSAL CONSIDERATIONS AND SUBMISSION

The proposal narrative portion not including requested attachments should be limited to 10 pages in 11-point font. Handwritten proposals are acceptable. All pages must be consecutively numbered. Check budget numbers for mathematical accuracy. Proposals must be submitted electronically to the Neighborhood Services Department at procurement.nsd@phoenix.gov, **no later than 2:00 p.m. Monday, June 1, 2020**. Applications will only be accepted through the Procurement email mailbox provided above. Other transmission formats will not be accepted.

1. Proposal:

Your completed application packet 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 6**. The Review Panel may request a formal presentation from the highest scored proposals before funding recommendations are developed.

3. Late Proposals: Proposals received after the deadline of 2:00 PM Monday, June 1, 2020, will not be accepted regardless of the reason.

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-CV RFP criteria.

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 contractors of the RFP will be required to register in SAM.gov prior to receiving a City contract. Registration in SAM is NOT required to submit a Request for Proposal.

SECTION 3

DEFINITION OF KEY WORDS

CONFLICT OF INTEREST

Conflicts of interest (or appearance thereof) can plague activities supported with federal funds. The general rule is that no employee, board member, officer, agent, consultant, elected official or appointed official of the recipients or sub-recipients receiving funds under a CDBG assisted project who have responsibilities with respect to the CDBG activities or in a position to participate in decision making processes or have access to inside information with regard to the activities may 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).

Agencies should maintain a written code of standards of conduct governing the purchase of materials, product, supplies, and services and awarding and administering sub-recipient contracts. Personnel involved in the procurement process must be trained to recognize situations which 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-CV funds must meet one of the National Objectives: benefit to low- and moderate-income persons or prevention of slum and blight or presumed benefit.

LOW-AND-MODERATE-INCOME OR LOW-INCOME HOUSEHOLD

The term "low- and moderate-income" shall be defined as at or below 80 percent of the median income adjusted for family size for the area as defined in Section 102 of the Housing and Community Development Act of 1974, as amended.

MATCHING AND IN-KIND FUNDS

Matching funds are other agency (non-CDBG) resources immediately accessible and firmly committed funding ready to be applied to the project. Matching funds can include a blend of cash, loans or in-kind resources available to finance the project costs. These resources must be firmly assigned and immediately available for the project. 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 and 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 those paid for similar work. The value assigned to donated materials and supplies should be reasonable and should not exceed market value at the time of donation.

SECTION 4

INSURANCE REQUIREMENTS

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 is established with the agency and ensures that financial resources are available to pay claims. The insurance requirements listed below are minimum requirements and the City 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 purchase additional insurance, as they deem 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.

Minimum Scope and Limits of Insurance - coverage with limits of liability not less than those stated below are required for funded CDBG Public Service 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

- Policy endorsement required if the activities involve working with or caring for children or physically or developmentally disabled people

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 \$100,000
- Disease – Each Employee \$100,000 Disease - Policy Limit \$500,000

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 B+ VI. 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 usual and customary standards 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 (i.e. accountants, teachers, medical professionals, psychologist, etc.)?
2. Will the information developed by the professional be used in a 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 would be 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 APPLICATION (PROPOSAL)

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

1. **Applicant Information.** Complete name of 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 the individual authorized to bind the Proposer. The authorized agent must also sign the proposal on the agency's behalf.
4. **Meeting a CDBG National Objective.** All projects must serve one of the two listed objectives as defined by HUD.
5. **Describe the Agency purpose/mission.** Provide an overview of the agency's purpose.
6. **Organizational Chart and Board of Directors.** Attach both and label 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. **DUNS Number.** List your DUNS number. If the agency does not have a DUNS number, please request one by accessing the following website: dnb.com/us/
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 eligibility.
11. **Arizona Nonprofit Incorporated.** Please indicate Yes or No and provide the incorporation date. Respondent must provide a Certificate of Good Standing dated within the last 12 months.
12. **Census Tracts to be Served by this Project.** List the census tract(s) where the program will occur. If program is offered to the entire city, please state *Citywide*. Refer to map handouts or search by address at: phoenix.gov/nsd/programs/map-gallery
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 Outcomes.** Briefly describe the actual work of services to be provided to the program's target population. Each activity listed must be clearly defined and also have an objective, outcome and an outcome measurement to be listed in subsequent questions. For example, "Provide rehabilitation services of up to \$4,999 in improvements for no fewer than 9 (nine) owner-occupied, single-family homes in the North Mountain Redevelopment area."
16. **Home Rehabilitation Activities.** Briefly explain how your agency will solicit participants, assess potential projects and ensure project requirements are met.

17. **Program Outcomes and Reporting.** Briefly explain how your agency will measure and report the success of each project.
18. **Major Sources of Agency Funding.** List the main sources of agency funding. For example, United Way, corporate sponsorship, other 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 your proposal by showing leverage.
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.**
24. **Explain in detail (quantify / qualify) any fee for service the agency charges for this program.**
25. **BONUS:** Additional funding will be available to applicants who specifically target projects in the Choice Neighborhoods and South Phoenix Village neighborhoods (see attached map). These program funds are not to be included in the proposal budget (Schedule A & B).
26. **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 Phoenix CDBG grant, specify the project status where indicated, i.e. timely monthly reports and reimbursement requests (untimely reports are those that are overdue 60 days), award amount, expended funds. Other funding sources can include projects carried out by volunteers. Indicate the number of persons serviced and the program outcomes.

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. To minimize the amount of expense documentation, we strongly suggest the CDBG dollars be used to pay for only a few program costs and not spread out over several line items. 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 when CDBG funds will be used to pay for staff salaries.

Exhibit A – 2020 HUD Income Limits for Maricopa County.

SECTION 6

PROPOSAL REVIEW PROCESS AND EVALUATION CRITERIA

- 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 review, evaluate and score each proposal based on the criteria outlined on the following page.
- The Review Panel will rank the proposals and submit to NSD management for funding recommendations.

FY 2020 CDBG-CV OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM RFP TIMELINE

Request for Proposals (RFP) Opens	Thursday, May 21, 2020
RFP Closes	2 p.m. Monday, June 1, 2020
NSD Staff Eligibility Reviews	June 2020
Review Panel Reviews & Scores Proposals	June 8, 2020
City Council Agenda	June 17, 2020
Award Notification Letters Sent	June 18, 2020
Agency Pre-Contract Orientation	June 2020
Funding Available / Contracts Developed	June 2020

NSD-RFP-20-007 EVALUATION CRITERIA
NEIGHBORHOOD SERVICES DEPARTMENT
NEIGHBORHOOD REVITALIZATION

Proposal No:		Funding Request:	\$		
Applicant:					
Project:					

PROJECT DESCRIPTION AND NEED (0 to 150 points)

- Well-defined project with realistic implementation plan
- Addresses unmet needs and is not duplicative of other services
- Evidence of collaboration with existing programs and services

PROPOSED OUTCOME AND IMPACT (0 to 425 points)

- Proposal addresses the appropriate RFP priority
- CDBG funds are an appropriate resource for the project
- Results oriented, measurable outcomes and objectives, which are challenging yet realistic
- Number of low/moderate income residents to benefit from the project in relation to amount of funds and type of service
- Proposal is appropriate within current and ongoing efforts
- Proposal will contribute to upgrading and/or improving appearance and stability of the surrounding neighborhoods
- Evidence of linkage to, or representative of, neighborhood/neighborhood’s residents
- Neighborhood boundaries are clear and/or established
- Proposal is linked to specific housing and neighborhood improvement projects with specific outcomes

TRACK RECORD/CAPACITY TO IMPLEMENT (0 to 425 points)

- Prior experience with documented results in the type of work being proposed
- Date organization formed or incorporated
- Fiscal and organizational capacity to implement project as quickly as possible after award
- Funding request is realistic, and budget/expenses are reasonable

CRITERIA	POOR 0 – 200		FAIR 201 – 400		AVERAGE 401 – 600		GOOD 601 – 800		EXCELLENT 801 – 1,000	
Project Description & Need	1	2	3	4	5	6	7	8	9	10
Proposed Outcome/Impact	1	2	3	4	5	6	7	8	9	10
Track Record/Capacity	1	2	3	4	5	6	7	8	9	10
TOTAL POINTS =										

SECTION 7

REPORTING REQUIREMENTS FOR FUNDED AGENCIES

Agencies ultimately receiving FY 2020 City of Phoenix CARES Act 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-CV funds are distributed to nonprofit agencies throughout the city of Phoenix; however, the 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 given to nonprofit agencies. HUD is currently evaluating the overall impact of the CDBG-CV 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-CV Funded Agencies:

The following is a list of requirements expected for agencies funded in the 2020 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 (how much money went into the program, total of CDBG-CV 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-CV funds in 2020 will be assigned a Project Manager who will be available to provide technical assistance, particularly in the reporting/data collection process. The Project Manager will provide funded agencies with several tracking and reporting tools to help agencies submit timely and accurate monthly reports.

SECTION 8 PROPOSER CHECKLIST

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

- ❑ Proposal limited to no more than 20 pages, including the budget pages but excluding the attachments
- ❑ Proposal should be prepared in 11-point font (handwritten proposals are acceptable)
- ❑ Submit proposal to nsd.procurement@phoenix.gov
- ❑ Attach only the additional information requested in proposal instructions (i.e., board of directors, organizational chart)
- ❑ Provide a key contact person's name, phone number and email for follow-up calls (if necessary) 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 proposal copy for your records

SECTION 9

REQUIREMENTS FOR OWNER-OCCUPIED HOME REHABILITATION PROGRAM

The following requirements apply for all applicants in the category of **Owner-Occupied Home Rehabilitation**.

- ❑ Proposals should consider, to the extent practicable, the utilization of work offered to Minority, Women Small Business Enterprises (MWSBE) and Section 3 Business Concerns.
- ❑ Projects may be located anywhere within the city of Phoenix.
- ❑ Applicants must be income eligible under CDBG-CV regulations.
- ❑ ELIGIBLE IMPROVEMENTS small-scale improvements (**not to exceed \$10,000**):
 - ❑ Improving the health and safety of the occupants; and
 - ❑ Improving major building systems such as roofing, HVAC, plumbing and electrical.
- ❑ PROGRAM EXAMPLES:
 - ❑ Repair or replacement of roof
 - ❑ Repair and/or replacement of heating and cooling systems
 - ❑ Repair and/or replacement of plumbing system
 - ❑ Repair and/or replacement of the electrical system
 - ❑ Repair or replace broken windows or doors

Program Requirements

- ❑ **Site visit and accompanying documentation (before and after photos) by agency program staff are required for each project.**
- ❑ An environmental clearance must be submitted to City staff before work may commence. **Any additional scope of work items requires an additional environmental clearance approval by City staff.**
- ❑ Bid advertisements must include the approved scope of work (using the environmental clearance) and a project timeline.
- ❑ **A HUD debarment search must be performed for each 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 and to build a Qualified Vendor List, or QVL. 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 (SAM.gov) prior to being added to the QVL.
- ❑ Successful Proposers must demonstrate their knowledge of 24 CFR Part 35, HUD regulations, implementing the Residential Lead-Based Paint Hazard Reduction Act of 1992 and their experience implementing projects pursuant to these regulations.
- ❑ Americans with Disabilities Act knowledge and experience.

SECTION 10 OTHER REQUIRED INFORMATION

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 **Owner-Occupied Home Rehabilitation Program**, including their employees, agents, representatives, proposed partner(s), subcontractor(s), joint venturer(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 by phone or virtually at 200 W. Washington St., Phoenix, Arizona 85003, 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/Bidder, 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 information laws.

If a Proposer believes that a specific section of its proposal is confidential, the Proposer shall isolate the pages marked confidential in a specific and clearly labeled section of its proposal. The Proposer shall include a written basis for considering the marked pages confidential including the specific harm or prejudice if disclosed and the Department 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 a pass/fail 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 members of an evaluation panel in accordance with the criteria set forth in the Scope of Work in this RFP.

In addition, the panel MAY request a formal presentation from the highest ranked Proposers before a final recommendation is made. If presentations are requested, the evaluation team 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.

Experiences with the City and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience.

If two or more finalists are tied, the finalist with the lowest cost proposal 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 that are not ready to be implemented by August 1, 2020.
 - Proposals not received by the designated due date, place and time.

2. Proposals may be deemed non-responsive at anytime in the evaluation process if in the sole opinion of the City:
 - 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 a history of fulfilling contractual obligations.
 - Proposer is not financially stable, solvent or 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).
 - Proposal contains false, inaccurate, or misleading statements that in the opinion of the City, is intended to mislead the City in its evaluation of the proposal.

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 any body 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; and
- 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.

CONTRACTOR AND SUBCONTRACTOR WORKER BACKGROUND SCREENING:

1. Contract Worker Background Screening:

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.