



City of Dallas



Request for Proposals (RFP)
Project Title: Minor Home Repair Grant Program

Scope of Work

I. Introduction, Purpose and Intent

The City of Dallas Department of Housing and Neighborhood Revitalization (“Department”) is pleased to announce the release of this Request for Proposals (“RFP”) with the goal of identifying qualified non-profit organizations (“Subrecipient”) that have the experience and the capacity to administer and implement rehabilitation work under the Minor Home Repair Grant Program (“Program”).

On June 26, 2019, via Resolution No. 19-1041, the City Council approved the Program. For fiscal year 2019-2020, the Department has allocated one million in Community Development Block Grant funding for the implementation of the Program, which will provide minor home repairs to owner-occupants of single-family housing units. The Program has been designed to function as a partnership between the City and Subrecipients with the experience and the capacity to implement the requirements of the Program, as outlined in this RFP. Additional information on the requirements to be considered a subrecipient are provided in Section 3.1 of this RFP.

The RFP is subject to the federal U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant (“CDBG”) regulations at 24 CFR Part 570 and other applicable regulations including, but not limited to, 24 CFR Part 58 for environmental requirements; 2 CFR Part 200 for Uniform Administrative Requirements; and State of Texas, and City of Dallas regulations.

Background

The City of Dallas is a recipient of federal HUD CDBG funding, authorized under the Housing and Community Development Act of 1974. CDBG funding is provided to states and grantees for the development of viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low- and moderate-income.

On June 12, 2019, the Dallas City Council adopted the FY 2019-20 Budget. The Consolidated Plan, developed for the four HUD Community Planning grants received by the City, is a comprehensive analysis and strategic plan that identifies and prioritizes the needs of the community and details how they will be addressed. The Consolidated Plan identified and prioritized the use of CDBG funds to create new homeowners through the homebuyer assistance program and preservation of existing housing through rehabilitation and/or reconstruction of single-family and multi-family units.

The City’s 2019-2020 Annual Action Plan identifies the programs and funding levels that will be implemented to address the strategic plan goals outlined in the Consolidated Plan. The Action Plan includes the Home Improvement and Preservation Program (HIPP), that provides an all-inclusive home repair and rehabilitation program for single-family, owner-occupied housing units and rental multi-family units. On June 26, 2019, The Dallas City Council amended the City’s Comprehensive Housing Policy, identifying the Minor Home Repair Grant Program as an eligible activity. The program is described below.

Minor Home Repair Grant Program Description

The Program provides grant funds to qualified Subrecipients (who must be non-profit organizations) to manage and undertake the eligible minor home repairs as listed in Table 1 below. The Minor Home Repair Program assists residents of the City of Dallas by providing necessary home repairs and accessibility modifications to owner-occupied households earning no more than 80 percent of the area median income (AMI), based on household size. The repairs help maintain the housing stock in the City by addressing repairs designed to extend the quality and life of the housing stock. Additionally, eligible repairs are designed to improve the quality of life for homeowners and increase independence in circumstances where seniors and disabled individuals are residing in a home.

The program is available on a citywide basis and available to all residents of Dallas meeting the eligibility requirements. Due to the large size of the City of Dallas, this RFP will provide Subrecipients an opportunity to indicate if they currently provide similar services in specific target areas. The Department of Housing and Neighborhood Revitalization will accept Proposals seeking to serve a specific geographic area of the City as well as Proposals seeking to serve eligible households throughout Dallas.

Funding for the program is provided from: (1) City-managed CDBG funds and (2) funds from partnering Subrecipients that are to be provided on a dollar-for-dollar (1:1) minimum match basis. For example, an organization requesting \$100,000 in City funds must have \$100,000 in private funds specifically allocated to the Minor Repair Grant Program.

The City will provide funding for up to \$5,000 per property for eligible minor home repairs. Both the City-funded allocation and the Subrecipient's minimum 1:1 match must be provided to the eligible household in the form of a grant. The City will pay the Subrecipient on a reimbursement basis.

Homeowner Eligibility Requirements

To be eligible to participate in the program, applicants must meet all of the following requirements and provide sufficient documentation verifying their eligibility:

- Applicant must be the owner of the dwelling to be repaired and must submit a deed reflecting their ownership, or similar documentation acceptable to the City in its sole discretion, that documents fee simple ownership.
- Applicant must be a U.S. Citizen or lawful Permanent Resident and provide a current Texas State issued identification card or Driver License.
- Applicant must be current on mortgage payments and shall not be in default under the mortgage documents associated with the property or in default under any lien on the property.
- Applicant must have a gross annual household income at or below 80% AMI as established by HUD for the jurisdiction of Dallas, Texas. Income shall be calculated using the Part 5 method as outlined in 24 CFR 5.609. Income eligibility shall be determined at the time of the application. Applicant household's determination of income eligibility is only valid for six months from the date the application was submitted.

- City Council Members, Department of Housing and Neighborhood Revitalization employees and any employee, official or agent of the City who exercises any policy or program decision-making function in connection with the Program are ineligible for assistance under the Program.
- Priority shall be given to Applicants who have not previously participated in any City repair, rehabilitation, or reconstruction program.

Property Eligibility Requirements

To be eligible to participate in the program, properties that can be assisted under the program must meet all of the following requirements:

- The property must be a single-family home. Under HUD's definition of Single-family, properties that do not exceed four dwelling units, one of which is occupied by the owner, are eligible for this participation in the program.
- The property must be located within the Dallas, Texas city limits and the applicant must have occupied the dwelling for at least six (6) months from date of application.
- The property must obtain environmental clearance under 24 CFR Part 58.5 prior to committing repair funds.
- The property must be in need of repairs designated as eligible improvements under the Minor Home Repair Grant Program.
- The home must not have been reconstructed under any City program.

Terms and Limits of Homeowner Assistance

Assistance under the Minor Home Repair Grant Program is provided in the form of a grant to the qualified homeowner for completion of eligible repairs in accordance with Program requirements, as listed in Table 1 of this RFP.

The maximum assistance level provided by the City shall be \$5,000 per household with, at minimum, an additional dollar for dollar (\$1:\$1) match being provided by the Subrecipient for the repair costs. The match will be provided by the Subrecipient on a project by project basis.

Subrecipient may elect to perform repairs that exceed \$10,000, however, Subrecipient will be solely responsible for funding the cost of any repairs that exceed \$10,000 per property. For example, an organization may choose to spend \$12,000 on a repair, but only \$5,000 is eligible for reimbursement under the Minor Repair Program.

Responsibilities of the City and the Subrecipient(s)

The City will implement the administrative functions of the CDBG grant funds allocated to the Program under its grant obligations to HUD. This includes:

- marketing the Program in conjunction with the Subrecipient;
- performing initial household intake or conducting intake for households referred to the City by the Subrecipient,
- conducting income eligibility and property eligibility reviews for each household,
- conducting the environmental reviews for each property prior to repair work being conducted,
- reviewing and approving the scope of work submitted by the Subrecipient per property,
- conducting randomized inspections of properties where repairs are scheduled to begin, underway and/or completed,
- making payments to the Subrecipient(s) for work completed, and
- monitoring the programmatic and financial components of the Program.

The City will utilize the services of one or more qualified Subrecipient to manage, implement, and undertake the repair/construction functions of the program. This includes:

- conducting marketing and outreach related to the Program in conjunction with the City,
- for households deemed eligible by the City and who are referred specifically to the Subrecipient, conducting secondary intake and an inspection of each property,
- preparing the scope of work for the proposed repairs,
- preparing the cost estimate,
- timely notifying the City of any referred properties for which the Subrecipient declines to make repairs,
- preparing and ensuring the execution of the construction contract with each eligible household,
- performing authorized repairs and obtaining permits, as necessary,
- submitting reimbursement requests,
- maintaining project records,
- timely responding to all inspection and monitoring requests,
- timely responding to questions and concerns submitted by households who are receiving repairs conducted by the Subrecipient via the Program,
- performing warranty repairs, as necessary, and
- performing any other activities pursuant to the Subrecipient award.

Eligible Repairs

Eligible repairs that will be completed through Minor Home Repair Grant Program include the following:

Table 1: Eligible Repairs	
Interior Repairs/Health & Safety	Exterior Repairs/Structural Issues
Water heaters – replacement or repair	Roof system repair - for leaking roofs – patching only
Plumbing interior – repairs to water lines, sewer lines, toilets, etc.	Exterior entry doors - repair only
Floors – repair of floors (underlayment or floor finish material), including elimination of trip hazards	Exterior windows -replacement or repair of broken windows
Electrical – repair of breakers, panels, or wiring	Accessibility repairs and installation - includes ramps, handrails or repairing walkways
Gas line – repairs to gas lines	
Heating/cooling systems – repair, replacement (small units only, i.e., window units), or purchase/installation of wall heaters or wall A/C units	

All repair work performed under the Minor Home Repair Grant Program shall be completed in accordance with Dallas Construction Code standards.

II. Pre-Proposal Meeting Schedule, Questions, and Inquiries

During the solicitation process, proposers are required to limit their communication regarding this project to the T. Daniel Kalubi, the City of Dallas representative referenced herein. A preproposal meeting will be held by the City on September 20, 2019 at 10:00 AM whereby the proposers will have an opportunity to ask the requesting department(s) questions and/or obtain clarification. The preproposal meeting will be the only time when proposers and requesting department(s) will communicate directly, thereafter, all communication associated with this project shall be submitted electronically to the following email address: HIPP@dallascityhall.com. All questions shall be submitted electronically, the City will respond to all questions by way of addendum which will be posted on the City of Dallas website. The City, its agents, and employees shall not be responsible for any information given by way of verbal communication.

The deadline for the submission of questions is: 2:00p.m. Central Time on September 25, 2019.

III. Proposal Submittal Requirements

Proposal Format

To ensure uniformity with specific submission requirements and to facilitate the review of all Proposals, the format of Proposals shall include the completed Application Checklist, Application Form and Supporting Materials that clearly identify each section based on the four sections listed below. **Do not insert additional Sections, and do not provide information not requested in this RFP.**

Application Checklist

Application Form

Supporting Materials

Section 1: Letter of submittal on organization letterhead

Section 2: Mandatory Requirements

- a. Organizational Documentation
- b. Comparable Programs/Projects
- c. Financial Resources
- d. Matching Funds

Section 3: Capability and Expertise of the Proposer

- a. Experience, Past Performance, and Record of Integrity
- b. Management
- c. References

Section 4: Proposed Methodology and Approach

- a. Summary of Approach
- b. Program Administration
- c. Inspections
- d. M/WBE Participation
- e. Repairs
- f. Regulatory Compliance
- g. Safe Work Practices
- h. Quality Control
- i. Efficient Use of Funds
- j. Dispute Management

IV. Specifications or Scope of Work

The City of Dallas is seeking one or more qualified Subrecipients to manage, implement, and undertake the home repairs under the Minor Repair Grant Program. Proposers must be Subrecipients (public or private non-profit organizations) with a 501(c)(3) status (see Legal Status section below). The Subrecipient partners(s) must have experience in providing rehabilitation services that are similar to the eligible repairs available under the Program and be committed to providing a \$1:\$1 match of City Program funds. All Proposals shall comply with the general requirements stated in the following sections.

Subrecipients must meet all qualifying criteria regarding legal status, organizational structure, financial requirements, capacity and experience. Although an agency may meet all of the qualifying criteria, the award of Program funds is not guaranteed and is at the sole discretion of the City of Dallas.

Legal Status

A Subrecipient is a public or private nonprofit agency, authority or organization, that when undertaking CDBG funded activities has employees (paid staff) with the demonstrated capacity to carry out agreed-upon, eligible activities. The definition of a Subrecipient, as well as other regulations regarding the CDBG Program, can be found in the Code of Federal Regulations Title 24, Part 570.201(o) and 570.500(c). The definition is as follows:

Part 570.201(o) - Subrecipient shall mean a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under 24 CFR 570.201(o), receiving CDBG funds from the recipient or another subrecipient to undertake activities eligible for such assistance under subpart C of this part. The term excludes an entity receiving CDBG funds from the recipient under the authority of §570.204, unless the grantee explicitly designates it as a subrecipient. The term includes a public agency designated by a unit of general local government to receive a loan guarantee under subpart M of this part, but does not include contractors providing supplies, equipment, construction, or services subject to the procurement requirements in 2 CFR part 200, subpart D.

The following represent the basic kinds of subrecipients:

Governmental Agencies

Governmental agencies are public agencies, commissions, or authorities that are independent of the City's government (for example, a public housing authority or a park district). City public agencies undertaking CDBG assisted activities are subject to the same requirements as are applicable to subrecipients (§570.501(a)).

Private Non-profits

Private non-profits are usually, but not always, corporations, associations, agencies, or faith-based organizations with non-profit status. Subrecipient must have received a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or 501(c)(4) of the Internal Revenue Code of 1986 (26

CFR 1.501(c)(3)-1 or 1.501(c)(4)-1)), is classified as a subordinate of a central organization non-profit under section 905 of the Internal Revenue Code of 1986, or if the private nonprofit organization is an wholly owned entity that is disregarded as an entity separate from its owner for tax purposes (e.g., a single member limited liability company that is wholly owned by an organization that qualifies as tax-exempt), the owner organization has a tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or (4) of the Internal Revenue Code of 1986 and meets the definition of “community housing development organization.”

Private For-profits

A limited number of private, for-profit entities can qualify as subrecipients when facilitating economic development by assisting microenterprises under the provisions of 24 CFR §70.201(o).

Community Based Development Organizations

Community Based Development Organizations (CBDOs) authorized under §570.204 to carry out special activities such as economic development or new housing construction are not subrecipients unless so designated by the City.¹

Subrecipients must adequately demonstrate the ability to manage the Minor Home Repair Grant Program and provide the eligible repair services to qualifying homeowners. This includes establishing timely repair schedules, providing quality services/products, cost effectiveness, meeting reporting requirements, and managing high volume caseload demand.

The Subrecipient will be responsible for managing, implementing and undertaking the inspection and repair functions of the Minor Home Repair and Grant Program for the City of Dallas. The Subrecipient will administer all tasks listed in Table 1 in connection with the Program in compliance with all applicable Federal, state, and local rules and regulations governing these funds, and in a manner satisfactory to the City.

Successful proposers must be able to perform the following services for the Minor Home Repair Grant Program:

1. Conduct marketing and outreach: The Subrecipient will conduct sufficient advertisement of the Minor Home Repair Grant Program and other forms of outreach to ensure that enough eligible applicants participate in the program to fully expend awarded funds. Subrecipients will be limited to no more than two percent of the grant funds awarded for marketing and outreach purposes.
2. Conduct an initial household interview and inspection: Upon approval by the City of applicant’s eligibility to participate in the Program, the City will determine, based on the location and type of repair(s) indicated by the applicant, the Subrecipient that will be assigned the project. The selected Subrecipient will be provided with an authorization to commence the

¹ Managing CDBG- A Guidebook for Grantees on Subrecipient Oversight (March 2005)

inspection process. The Subrecipient will be responsible for contacting the applicant and scheduling an initial inspection of the property. The Subrecipient will be responsible for conducting the initial inspection and photo-documenting the needed repairs from the eligible repairs list (see Table 2).

3. **Develop Scope of Work (work write-ups):** For each eligible unit to be assisted, the Subrecipient will complete a detailed work write-up of the repairs to be performed from the eligible repair list (Table 2). The scope of work shall contain information regarding materials to be used ensuring that the Subrecipient's and the City's rehabilitation standards are being met. The write-up will be signed and dated by the homeowner and submitted with photo documentation of needed repairs to the City, for review and approval.
4. **Develop Cost Estimate:** The Subrecipient shall prepare an accurate internal cost estimate for each repair item and submit to the City with the owner approval of the scope of work. Approval by the City shall be required in order for the Subrecipient to commence the repairs.
5. **Submittal of 1:1 Matching Funds:** Subrecipient will be responsible for submitting documentation to the City on how it plans to provide the 1:1 project match requirement based on the internal cost estimate prepared by the Subrecipient (see 'Develop Cost Estimate' above). The City will require proof upon submittal of payment request as noted below in 'Submit Payment Requests'.
6. **Prepare Construction Contracts:** Subrecipients will be responsible for preparing a construction contract with the applicant based on the Subrecipient's standard agreement. Subrecipient contracts must include, at minimum, the following elements:
 - a. Scope of work that includes eligible repairs
 - b. 1-year warranty on work performed
 - c. Right of entry to perform work for Subrecipient and any subcontractors
 - d. Acknowledgment of receipt of EPA Booklets (Protect Your Family from Lead in Your Home" and "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools"
 - e. Client Satisfaction Survey for work performed
7. **Complete Repairs:** Subrecipient will be responsible for performing the repairs listed in the City approved Scope of Work. The Subrecipient will be responsible for obtaining all permits and inspections required by the Building Inspection Department to complete the repairs. Upon completion of the repairs, the Subrecipient shall provide the applicant with applicable material warranties in addition to 1-year warranty for all work performed.
8. **Submit Payment Requests:** The Subrecipient will be responsible for submitting invoices for projects that have been fully completed. The invoice will be supported with the Subrecipient's

dollar for dollar match of funds and the applicant's acceptance of all work completed. In addition, the owner's acceptance of work, building permits and building inspector approvals, lien releases, photo evidence of completed work, and any other documentation that supports the work completed must be submitted with the payment request. Upon submittal of the invoice, the City will schedule random inspections with City inspectors. Upon approval/sign-off on the randomly chosen repairs, payment will be issued to organization. If our inspectors determine that work has been improperly done (i.e. Improper installation, work not done to code, etc.), Subrecipient will have to correct work prior to receiving payment.

9. Maintenance of case files: The Subrecipient will be responsible for maintaining records of all projects completed. Records should include all project documentation, including but not limited to work write-ups, the agreement between the property owner and Subrecipient, permit documentation, inspection reports, change orders, documentation supporting match requirements being met, and approved invoices for payment (with owner sign-off).
10. Monthly Reports: The Subrecipient will submit monthly reports to the City describing the number of projects completed, the number of projects under repair, and those that are in the pre-repair status as well as project expenditure data. In addition, the subrecipient will provide the City with information as to any obstacles encountered preventing them from meeting their established goal. The City may provide a form that can be used to provide the information noted above.

V. Communication

It is essential that the awarded Contractor respond clearly after receiving a telephone call or email from the City. Written correspondence from the City of Dallas shall be answered within twenty-four (24) hours. The awarded Contractor shall respond to phone calls and emails from the City within four (4) hours of receipt.

VI. Commencement Date

The term of the Contract(s) will be one (1) year with the option of two (2) additional one (1) year extensions, subject to satisfactory performance reviews. The Housing and Neighborhood Revitalization Department reserves the right to re-issue the RFP at any time during the performance of the Contract(s). None of the above will be understood as a prohibition to the awardee(s) to submit a Proposal under the new RFP at the end of their Contract(s). The Housing and Neighborhood Revitalization Department, at its discretion, may also accept applicants throughout the year to increase the pool of Subrecipients.

VII. Award Method

The City's intent is to award this solicitation in its *entirety*, but the City reserves the right to award in the method that is most advantageous to the City.

Program funds will be awarded to one or more Subrecipients for use in managing and completing minor home repairs to income eligible (at or below 80 percent of the area median income ("AMI")) homeowners

of owner-occupied single-family dwellings. The program is designed to assist eligible homeowners needing minor repairs not exceeding \$10,000 per household. Eligible minor home repairs are defined in Appendix A of this document. Subrecipients will be required to provide a minimum dollar-for-dollar (1:1) match to the City's funding, utilizing non-federal funding

The City reserves the sole discretion to determine whether a solicitation response is responsive. City reserves the right to reject any or all bids and to waive minor irregularities or discrepancies in any solicitation response as may be in the best interest of City. Late bids will not be considered for award.

VIII. Location and Invoicing

Payments for the services provided by the Subrecipients shall be made on a reimbursable basis. The Subrecipient award will include maximum unit prices for labor costs based on the current federal wage decision for Residential type construction as issued by the U.S. Department of Labor (DOL) for specific construction trades (rates available at <https://beta.sam.gov/>); material costs will be reimbursed by the City at cost, subject to the Subrecipient submitting a receipt as proof of payment. Recipient may not submit invoices that exceed the maximum unit prices. Payment will be made for work completed and authorized by the Housing and Neighborhood Revitalization Department, as documented through a Notice to Proceed.

Payment will be made upon the 100 percent completion of the rehabilitation work for each property, as described in the approved Scope of Work Form. No partial payments for repair work will be allowed. Subrecipient invoices shall be detailed and itemized accompanied by supporting documents, including but not limited to: approved scope of work, owner acceptance of work, building permits and building inspector approvals, lien releases, photo evidence of completed work, and any other documentation that supports the work completed. If the Housing and Neighborhood Revitalization Department finds the submitted invoice and supporting documents as acceptable, the invoice will be approved and processed for payment. Housing and Neighborhood Revitalization Department reserves the right to review the correctness of invoices and perform quality control inspections of the rehabilitation work as necessary to ensure that it is fulfilling the City and HUD oversight requirements. The Subrecipient will be able to submit invoices as the projects are completed and will not be limited to a specific time period (i.e., monthly).

- A. Subrecipient shall deliver original invoices to Housing and Neighborhood Revitalization Department, 1500 Marilla, 6DN, ATTN: Minor Home Repair Program. Should the City develop an electronic means of invoice submission, Subrecipients will be required to submit invoices electronically.

IX. Ownership

All services are to be rendered to the homeowner as a grant. All installed materials are the property of the homeowner.

X. Evaluation Criterion

Proposals will be evaluated by the Housing and Neighborhood Revitalization Department as described based on the following criteria and point scale:

1. **Mandatory Requirements** (Pass/Fail)
 - a. Application Checklist and Application Form
 - b. Organizational Documentation
 - c. Comparable Programs/Projects
 - d. Financial Resources
 - e. Matching Funds

Application Checklist, Application Form and Other Mandatory Requirements

Subrecipients shall comply with the following mandatory requirements in order for their Proposals to be evaluated on their technical merits. Mandatory requirements will be scored as either “**Pass**” or “**Fail**”. If the Proposal meets all mandatory requirements of this RFP, the Proposal will “Pass” the mandatory requirements evaluation. If the Proposal does not meet all mandatory requirements of this RFP, the Proposal will “Fail” the mandatory requirements evaluation. Failure to comply with each of the mandatory requirements of this RFP will result in the disqualification of the Subrecipient. However, Housing and Neighborhood Revitalization Department reserves the right to waive minor irregularities and minor instances of non-compliance.

Mandatory requirements for this RFP are as follows:

- **Application Checklist and Application Form:** The Subrecipient, in its Proposal, must submit the Application Checklist and Application Form.
- **Organizational Documentation:** The Subrecipient, in its Proposal, must submit organizational documents. Documents must include (but are not limited to) tax exemption ruling from the Internal Revenue Service under section 501(c)(3) or 501(c)(4).
- **Comparable Programs/Projects:** The Subrecipient, in its Proposal, must provide a listing of comparable rehabilitation programs or projects that it has implemented and completed within the past ten (10) years, and details regarding the rehabilitation or repair items completed.

Subrecipients will be divided into two (2) categories. Category 1 Subrecipients are those that have the capacity, whether in-house or through sub-contractors, to complete all of the allowable rehabilitation or repair items under the Minor Home Repair Grant Program. The allowable repair items are listed in Table 1 of this RFP. Category 2 Subrecipients are those with the capacity to perform a specialty trade (i.e., electrical, plumbing, roofing, etc.) from the allowable repair items listed in Table 1, in a similar fashion to a specialty contractor. Comparable programs/projects requirements for each Level are as follows:

- Category 1 Subrecipient: Subrecipients that wish to qualify as a Category 1 Subrecipient must submit a list of Comparable Programs/Projects.

A list of programs or projects (current or within the last ten (10) years) where the Subrecipient or any of its staff implemented and managed the repair or construction components of projects. The list submitted should preferably be for single- or multi-family housing.

- **Category 2 Subrecipient:** Subrecipients that wish to qualify as a Category 2 Subrecipient must submit the following with a list of comparable programs/projects.

A list of programs or projects (current or within the last ten (10) years) where the Subrecipient or any of its staff implemented and completed the repair or construction of a specialty trade for projects. The list submitted should preferably be for single- or multi-family housing.

- **Financial Resources:** The Category 1 and Category 2 Subrecipient, in its Proposal, shall demonstrate adequate financial resources to perform the services under the RFP by providing the following documents:
 - Profit & Loss Statements (most recent 2 years)
 - Balance Sheet (most recent 2 years)
 - Business tax returns (most recent 2 years)
 - Business checking statements (most recent 2 months)
 - Banking credit reference form (if applicable)

- **Proposed Matching Funds:** The Subrecipient, in its Proposal, shall include the following:
 - **Matching Funds:** The Subrecipient, in its Proposal, shall describe the resources they will use in meeting the 1:1 per project match requirement. The match requirements must be met on a project basis. The Subrecipient will be required to submit documentation showing the 1:1 match with every payment request. Eligible sources for match funds include cash or cash equivalent contributed from a public or private source; donated construction materials or volunteer labor. If the Subrecipient plans to use such as donated materials or volunteer labor. The value of the match shall be determined as follows:

 - **Donated Materials:** The value of donated materials shall be based on the actual cash value of the materials being used in the project. Supporting documentation reflecting the cash value will be required.

 - **Donated Labor:** The value of donated labor shall be based on the standard hourly rate paid for the skilled labor category being donated. For unskilled labor, the Subrecipients will be required to use the minimum hourly wage of

\$11.15 per hour as established in Dallas City Council Resolution 15-1241.

2. **Capability and Expertise of the Proposer** (Scored)

- a. Experience, Past Performance, and Record of Integrity (max 40 pts.)
- b. Management (max 40 pts.)
- c. References (max 40 pts.)

A Subrecipient who achieves a “passing” score on the Mandatory Requirements as set forth above will be eligible to have its Proposal evaluated on its technical merits for both Capability and Expertise of the Proposer and Proposed Methodology and Approach. **The maximum score that may be achieved in the Capability and Expertise of the Proposer section is 120 points.**

Subrecipients must submit all the following information as part of the RFP Proposal so that the City can evaluate their qualifications. Failure to comply with the submission of each of the Qualification requirements of this RFP will result in the disqualification of the Subrecipient. However, the Housing and Neighborhood Revitalization Department reserves the right to waive minor irregularities and minor instances of non-compliance.

Experience, Past Performance, and Record of Integrity (40 Points Maximum):

Subrecipients shall demonstrate their experience, past performance, and record of integrity for the provision of rehabilitation services under the CDBG or other Federal grant by providing the following information with their responses. All of the following information should be compiled in a *Statement of Qualifications*.

- **Profile.** A Subrecipient profile establishing the experience, expertise, and qualifications of the agency for rehabilitation program implementation and construction services. If the Subrecipient responding to this RFP is composed of various entities or a joint venture with another eligible Subrecipient, profiles for all entities shall be submitted. If the Subrecipient responding to this RFP was recently created, the profile shall set forth the experience, expertise, and qualifications of each of the members within the organization.
- **Identification.** The Subrecipients’ Tax-ID, Data Universal Numbering System (DUNS) Number, and year of establishment.
- **Non-Profit Status Certification.** The Subrecipients’ non-profit certification as well as the names, telephone numbers, and email addresses of its officers, and directors. Include the name of the person(s) that the Housing and Neighborhood Revitalization staff should contact regarding the Proposal.
- **Organizational Chart.** An organizational chart for the organization as it relates to the services that are proposed under the RFP. The organizational chart must show the organizational structure, lines of responsibility, and authority in the performance of the rehabilitation services.

- **Integrity.** A statement of whether there is any pending or recent (within the past five (5) years) litigation, sanctions and/or administrative complaints against the Subrecipient. Include citation of the litigation and opinion of counsel as to the degree of risk presented by any pending litigation and whether such pending or recent litigation will impair the Subrecipient's performance under this RFP. If the Subrecipient responding to this RFP is composed of various entities or a joint venture with another eligible Subrecipient, the information being requested herein shall be submitted for all entities.
- **Ongoing Contracts/Projects.** A list of ongoing contracts/projects with their funding levels, current status and projected termination dates. If the Subrecipient is composed of various entities or a joint venture with another eligible Subrecipient, then ongoing contracts/projects shall be provided for all entities.

Management (40 Points Maximum):

Subrecipients must demonstrate that they have personnel capable of handling the implementation oversight and management responsibilities for the Minor Home Repair Grant Program. A list of key staff that must be maintained by the Subrecipients throughout any Subrecipient award period is included in the Scope of Work section of this RFP, along with the requirements and roles of each. Subrecipients must provide as part of their Proposals the name of the key staff member that will be assigned, title of the staff member, their role in the implementation of the program, their education, years of experience, certifications, and résumés or professional information.

References (40 Points Maximum):

Subrecipients shall provide references for the rehabilitation services performed for past or current clients. Subrecipients may repeat any reference provided in previous questions. Additional references beyond the minimum required below may be provided by the Subrecipients. References to be provided are as follows:

- **Program Implementation References:** References should be familiar with Subrecipient's approach to, and experience with, managing a rehabilitation program. Provide at least two (2) references and their contact information for the Housing and Neighborhood Revitalization Department to contact during the evaluation of the RFP.
- **Rehabilitation Construction References:** References should be familiar with Subrecipient's ability to provide high-quality, timely rehabilitation services within budget. References must have been the recipient of such rehabilitation services. Provide at least three (3) separate references and their contact information for Housing and Neighborhood Revitalization Department to contact during the evaluation of the RFP.

3. **Proposed Methodology and Approach** (35 Points Maximum)

- a. Summary of Approach (max 6 pts.)
- b. Program Administration (max 5 pts.)
- c. Inspections (max 5 pts.)
- d. Repairs (max 4 pts.)
- e. Regulatory Compliance (max 3 pts.)
- f. Safe Work Practices (max 3 pts.)
- g. Quality Control (max 3 pts.)
- h. Efficient Use of Funds (max 3 pts.)
- i. Dispute Management (max 3 pts.)

A Subrecipient who achieves a “passing” score on the Mandatory Requirements as set forth in Section X.1 will be eligible to have its Proposal evaluated on its technical merits for both Capability and Expertise of the Proposer and Proposed Methodology and Approach. **The maximum score that may be achieved in the Proposed Methodology and Approach section is 35 points.**

Subrecipients must submit all the following information as part of the RFP Proposal so that the City can evaluate their qualifications. Failure to comply with the submission of each of the Proposed Methodology and Approach requirements of this RFP will result in the disqualification of the Subrecipient. However, the Housing and Neighborhood Revitalization Department reserves the right to waive minor irregularities and minor instances of non-compliance.

Subrecipient should provide a project summary that demonstrates an overall understanding of the goals and requirements of the Program. (6 Points Maximum) Additionally, Subrecipients shall draft and submit a *Proposed Methodology and Approach* as part of their Proposal. The *Proposed Methodology and Approach* shall briefly describe the Subrecipient’s proposed approach to the following Subrecipient Program responsibilities:

- general administration and coordination efforts; (5 Points Maximum)
- coordinating and conducting initial inspections and the development of the scope of work for each project; (5 Points Maximum)
- rehabilitation and construction efforts; (4 points Maximum)
- ensuring that all local, state, and federal requirements applicable to the Program are met; (3 Points Maximum)
- ensuring safe working practices during the rehabilitation construction process; (3 Points Maximum)
- ensuring quality construction for the rehabilitation work; (3 Points Maximum)
- ensuring that individual rehabilitation activities are completed within the individual project’s budget and timeline and that Subrecipient’s overall rehabilitation program is operated within its established budget and timelines. (3 Points Maximum); and
- managing and resolving applicant complaints and warranty issues. (3 Points Maximum)

A summary of all scored elements is included below:

Summary of Evaluated Elements	
Mandatory Requirements	
Application Checklist & Application Form (Attachment A)	Pass/Fail
Organizational Documentation	Pass/Fail
Comparable Programs/Projects	Pass/Fail
Financial Resources	Pass/Fail
Matching Funds	Pass/Fail
Capability & Expertise of the Proposer	Available Points
Experience, Past Performance, and Record of Integrity	40
Management	40
References	40
Total Points Available	120
Proposed Methodology & Approach	Available Points
Summary of Approach	6
Program Administration	5
Inspections	5
Repairs	4
Regulatory Compliance	3
Safe Work Practices	3
Quality Control	3
Efficient Use of Funds	3
Dispute Management	3
Total Points Available	35
Total of All Scored Elements	155

Evaluation Committee

An Evaluation Committee will be established by the Housing and Neighborhood Revitalization Department, which may rely on specialized advisers, consultants, and/or subject-matter experts that will review and score the different sections of this RFP. Following receipt, the proposals of all Subrecipients will be reviewed for completeness and analyzed based upon the criteria described in this RFP.

General Valuation Process

The Evaluation Committee shall conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. Following the submittal of Proposals, the Evaluation Committee will meet to evaluate each Proposal based on the criteria stated in this RFP. Initial evaluation will consider the Mandatory Requirements of the Proposal. Those Subrecipients whose Proposals meet the Mandatory Requirements will be evaluated by the Evaluation Committee for Qualifications and the Proposed Methodology and Approach requirements of the Proposals. After completing this stage of the evaluation

process, the Evaluation Committee will determine if it is necessary to invite Subrecipients to provide Oral Presentations.

The Evaluation Committee will evaluate the Proposals submitted by the “Qualified Subrecipients” and will determine the Subrecipient(s) whose Proposal(s), are most advantageous to the Housing and Neighborhood Revitalization Department. The Evaluation Committee may request clarifications from Subrecipients to assist in gaining additional understanding of their Proposals. A response to a clarification request must be limited to clarifying or explaining portions of the already submitted Proposal and may not contain new information not included in the original Proposal.

XI. Special Requirements

CDBG Grant Requirements

Because the Agreement(s) between the City and Subrecipient is(are) being funded with CDBG federal funds, the Agreement(s) shall be governed by federal terms and conditions. Any funds disallowed under the CDBG grant or program shall be disallowed from fee or compensation to the Subrecipient(s). This RFP provides funding for activities that require environmental review under the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4321) ("NEPA").

HUD General Provisions

Since the Contract(s) involve federal funds for which HUD is the federal oversight agency, the Contract(s) shall be governed by certain general HUD terms and conditions. If awarded funds, the Subrecipients shall be responsible for submitting a Model Construction Agreement to the City for the City Attorney’s Office to review and approve for use by the Subrecipient in the Program. The agreement shall contain, at minimum, the following:

- 1-year warranty on all work
- Acknowledgement of Lead Hazards and confirmation of receipt of lead paint pamphlet (Renovate Right)
- Homeowner satisfaction survey at the end of the job

As part of the review, the CAO will also prepare and provide an Addendum that will be attached to the Subrecipient’s Model Construction Agreement to ensure all applicable terms are included.

XII. Exhibits

Appendix A – Definitions and Glossary

XIII. Service Completion Schedule

Please include a production schedule outlining the anticipated use of funds and production for a 1-year period:

Month	Projected # of Repairs	City Funds Expended	Private Funds Expended
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
Totals			

XV. Documents Submitted with Proposal or upon Request

1. Conflict of Interest Questionnaire
2. Insurance Requirements Affidavit Form (BDPS-FRM-122)
3. Wage Floor Affidavit (OPS-FRM-150)
4. Attachment A – Application Checklist and Submission Organization Guide
5. Sample Contract with markups
6. Any other City documents as required

XVI. Opening of Proposals

Each proposer must include one (1) hard copy of their proposal with all required elements and an electronic copy on a USB drive. All proposals shall be submitted to the Department of Housing and Neighborhood Revitalization no later than October 3, 2019 at 4:00 PM. Proposals must be submitted to the front desk located at 6DN. Each proposal will be time-stamped.

Proposals will be opened by the City at 2:00 p.m. the day following the due date to avoid disclosure of contents to competing proposers. Proposer names will be posted on the City of Dallas website. It is the responsibility of the proposer to clearly mark and identify all portions of the proposal, which, in the proposer’s opinion, contain trade secrets, confidential information and other proprietary information. All proposals are subject to the Texas Open Records Act process.

XVII. Review of Proposals

1. The City will review and evaluate the proposals submitted to determine if submitted proposals demonstrate the required experience and qualifications to fulfill the obligations of the services identified in this RFP. Proposers will be notified by the City of Dallas representative as to the location and times of vendor presentations, if required.
2. The City may conduct all necessary inquiries or investigations, including but not limited to, contacting references to verify the statements, documents, and information submitted in connection with the Proposal. The City may also seek clarification from the referenced Proposers about any financial and experience issues.
3. Please be aware that the City of Dallas may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from industry newsletters or other publications or from non-published sources made available to the City of Dallas.

XVIII. Proposal Pricing

1. Proposed pricing shall be firm for the entire contract. The Contract shall commence on the date of award by the Dallas City Council and upon the execution of the Contract.
2. Costs not included or calculated in the applicable unit prices as-proposed will not be paid by the City, regardless of the intentions of the proposer-when the proposal was submitted and regardless that those costs were actually incurred.

XIX. Insurance

The successful contractor will be required to purchase, within fifteen days of award, and maintain, during the term of the contract, insurance as described in Attachment 1 and agrees to the indemnification agreement therein and required performance and payment bond.

XX. Discussion with Reasonably Qualified Proposals

1. The City reserves the right to engage in discussions or conduct interviews, either oral or written, with the proposers determined by the evaluation criteria to be reasonably viable to being selected for award. If discussions or interviews are held, the City of Dallas representative may request best and final offers. The request for best and final offers may include:
 - Notice that this is the opportunity to submit written best and final offers
 - Notice of the date and time for submission of the best and final offer
 - Notice that if any modification is submitted, it shall be received by the date and time specified or it will not be considered
 - Notice of any changes in the Proposal requirements
2. Following evaluation of the best and final offers, purchasing may select for negotiations the offer that is most advantageous to the City, considering price or cost and the evaluation factors in the RFP.
3. After the most advantageous proposer(s) has been identified, Contract negotiations may commence. If at any time Contract negotiation activities are judged to be ineffective, the Department of Housing and Neighborhood Revitalization will cease all activities with the proposer.

4. The City reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a Contract based on initial proposals received. Therefore, each proposal should contain the Proposer's best terms from a price and technical standpoint. Also, only proposers submitting a proposal will be notified of any communications after the RFP closing.

XXI. Rejection or Acceptance of Proposals

1. This RFP does not commit the City to award any Contract. The City reserves the right to reject any or all proposals, to waive technicalities or irregularities, and to accept any proposal it deems to be in the best interest of the City. The City shall not be liable for any costs incurred by any company responding to this RFP.
2. The City will require the recommended proposer to sign the necessary Contract documents prepared by the City Attorney's Office. A sample Contract is included as an attachment. Proposer must take exception to any term of the Contract to which it will not agree in its proposal.

XXII. Late and Withdrawn Proposals

Each proposer must include one (1) hard copy of their proposal with all required elements and an electronic copy on a USB drive. All proposals shall be submitted to the Department of Housing and Neighborhood Revitalization no later than October 3, 2019 at 4:00 PM. Proposals must be submitted to the front desk located at 6DN. Late submittals will not be accepted.

XXIII. Confidentiality

Any information deemed confidential, shall be clearly noted as such on each page of the solicitation response. City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. Proposals will be opened by the City to avoid disclosure of contents to competing Respondents and kept secret and confidential during the solicitation process and prior to award. Respondents who include information in a proposal that is legally protected as trade secret or confidential shall clearly indicate the information which constitutes a trade secret or confidential information by marking that part of the proposal "trade secret" or "confidential" at the appropriate place. If a request is made under the Texas Open Records Act to inspect information designated as trade secret or confidential in a proposal, the Proposer shall, upon request, immediately furnish sufficient written reasons and information as to why the information designated as a trade secret or confidential should be protected from disclosure, for the City Attorney to present the matter to the Attorney General of Texas for final determination.

XXIV. Disqualification of Proposers

Proposers may be disqualified for, but not limited to, the following reasons:

- Reason to believe collusion exists among the proposers
- The proposer is involved in any litigation against the City of Dallas
- The proposer is in arrears on an existing contract or has failed to perform on a previous contract with the City of Dallas

XXV. Permits Required by Law

Contractor shall comply with all requirements of federal, state, and local statutory requirements and regulations pertinent to or affecting any phase of this contract.

XXVI. Records and Audit

The Contractor shall keep accurate records of all components of invoices to the City, including but not limited to times and payroll receipts for hourly personnel utilized by this Contract. These records shall be retained for a minimum of two years after the conclusion of the Contract. The City reserves the right to audit any records it deems necessary for the execution of this Contract.

XXVII. Assignment of Contract

The Contractor shall not assign, transfer, sublet, convey or otherwise dispose of the Contract of any part therein or its right, title or interest therein or its power to execute the same to any other persons, firm, partnership, company or corporation without the prior written consent of the City. Should the Contractor assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the City may, at its discretion, cancel the Contract and all rights, title and interest of the Contractor shall therein cease and terminate, and the Contractor shall be declared in default.

XXVIII. Default by Contractor

The following events shall be deemed to be events of default by Contractor under the Contract:

- Contractor shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
- Contractor attempts to assign the Contract without the prior written consent of the City;
- Contractor shall fail to perform, keep or observe any term, provision or covenant of the Contract; or
- Contractor fails to properly and timely pay Contractor personnel, suppliers or other contractors and the failure impacts the City or its Facility in any manner.

In the event a default occurs, the Director shall give the Contractor written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the City may immediately cancel the Contract. At the direction of the Director, the Contractor shall vacate the facility, if applicable, and shall have no right to further operate under the Contract.

The Contractor, in accepting the Contract, agrees that the City shall not be liable to prosecution for damages or lost anticipated profits if the City cancels or terminates the Contract.

No Waiver: No waiver by the City of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XXIX. Termination

The City may terminate this agreement in whole or in part by giving thirty days written notice thereof to Contractor. The City will compensate Contractor in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

XXX. Miscellaneous

1. After executing the Contract, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with the Proposal, the required Contractor's qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Proposers shall thoroughly familiarize themselves with the provisions of these Specifications and the Facilities.
4. The City reserves the right to reject all Proposals and to waive any minor irregularities.
5. A Proposal may be disqualified if the corporation or individual Proposer is in arrears or in default to the City for delinquent taxes or assessments or on any debt or Contract, whether as defaulter or bondsman; or who has defaulted upon any obligation to the City by failing to perform satisfactorily any previous agreement or Contract within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Contracts with other entities.
6. The Contract with the Contractor will be drawn by the City and may contain such other provisions as are deemed necessary to protect the interests of the City.
7. The Contractor agrees to abide by the rules and regulations as prescribed herein. The Contractor will, in all solicitations or advertisements for personnel to perform services under the Contract, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Contract by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the City Attorney or his authorized representative shall be final.

XXXI. Conflict of Interest

CHARTER XXII Sec. 11 FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED

- (a) No city official or employee shall have any financial interest, direct or indirect, in any contract with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the city shall render the contract involved voidable by the city manager or the city council.
- (b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.
- (c) The prohibitions of this section shall not apply to the participation by city employees in federally-funded housing programs, to the extent permitted by applicable federal or state law.
- (d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public. (f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9)

XXXII. Indemnity

The selected Proposer agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the selected Proposer's breach of any of the terms or provisions of the contract, or by any other negligent or strictly liable act or omission of the selected Proposer, its officers, agents, employees, or subcontractors, in the performance of the contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the selected Proposer and City, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

XXXIII. Wage Floor Rate Requirement

1. On November 10, 2015, the Dallas City Council passed Resolution 15-2141 which requires prime contractors, awarded general service contracts valued greater than \$50,000, and first-tier subcontractors on the contract to pay their employees rendering services on the contract a wage floor of not less than \$11.15 per hour.
2. Pursuant to Resolution 15-2141 the wage floor requirement for all general service contracts greater than \$50,000 shall be effective immediately on all new contracts awarded after November 10, 2015. Contractors bidding/proposing on general service contracts shall take into consideration such wage floor requirements in their bid/proposal. The wage floor requirement for the City of Dallas' general service contracts shall be derived from the most current Massachusetts Institute of Technology Living Wage publication and shall remain fixed for the term of the respective contract. The City reserves the right to audit such contracts for compliance with the wage floor requirement as mandated by Resolution 15-2141. This requirement does not apply to construction contracts in which prevailing wage of employees is governed by the Davis-Bacon Act as defined in the Texas Local Government Code 2258, purchase of goods, procurements made with grant funds or procurements made through cooperative and/or inter-local agreements.
3. The purpose of this policy is to promote an acceptable wage floor for working families in the City of Dallas, increase the level of service delivered to the City through specific contracts and reduce turnover in such contracts thus maintaining a continuous and consistent level of service for vested parties.

4. The City Manager shall use the following definitions to administer the benefactors of the “wage floor” for purposes of the referenced resolution:
- "City" means the City of Dallas, Texas.
 - "General Services Contract" means any agreement between the City and any other Person or business to provide general services through an awarded City contract valued greater than \$50,000. A General Services Contract for purposes of the Resolution does not include (i) a contract between the City and another governmental entity or public utility, (ii) a contract subject to federal or state laws or regulations that would preclude the application of the application of the wage floor, (iii) or a contract with all services under the contract performed outside of the City of Dallas.
 - "Subcontractor" means any Person or business that has entered into its own contract with a prime contractor to perform services, in whole or in part, as a result of an awarded City general
 - "Employee" means any person who performs work on a full-time, part-time, temporary, or seasonal basis, including employees, temporary workers, contracted workers, contingent workers, and persons made available to work through services of a temporary services, staffing or employment agency or similar entity.

XXXIV. Wage Floor Reporting Requirements

Contractors awarded City general services contracts as described in the wage floor rate requirement section of this specification shall be required to provide the City of Dallas representative the residential zip code and respective number of employees directly impacted by the wage floor requirement ten days after Council approval and on January 1st. but not later than January 31st. for the term of the contract. The Contractor shall submit the report to the contract administrator during the established period.

XXXV. Wage Floor Compliance Requirements

Contractors submitting a response to a solicitation for general services must comply with the wage floor requirement to be consider responsive. The City may request that Contractors, at any time during the pre- or post-award process, demonstrate compliance with the wage floor requirement. Contractors not compliant with the wage floor requirement will be deemed nonresponsive and will not be considered for award. Contractors awarded general service contracts must comply with the wage floor policy and reporting requirements for the term of the contract, failure to remain in compliance may result in breach of contract.

XXXVI. Selection Process

The internal team will evaluate all proposals received in response to this RFP. After reviewing the proposal submissions, consultants may be selected for in-person interviews/oral presentations. From those presentations and possible interviews, the proposals will be re-evaluated, and final determination will be made.

The City of Dallas will pursue negotiations with the top ranked respondent(s) with the goal of entering into a contract.

XXXVII. Development Costs

Neither City of Dallas nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Respondents are encouraged to prepare their proposals simply and

economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFP.

XXXVIII. Contract Award

Upon selection of a successful Proposer(s), the City and the Proposer(s) will negotiate a final contract, based on the terms outlined in this RFP. A sample agreement, with the general terms for the final contract, is attached as Sample Contract for Services. By submitting a proposal, the Proposer agrees to be bound by these terms and conditions unless otherwise noted in the Submittal. The final contract is subject to City Council approval.

XXXIX. Certificate of Interested Parties (Form 1295)

All vendors recommended by City staff for a contract pursuant to this RFP will be required to comply with Section 2252.908 of the Texas Government Code. Each vendor shall complete Form 1295-Certificate of Interested Parties- for every contract for which they're recommended. Vendor will complete the form electronically at the Texas Ethics Commission website,

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm ,

and submit a copy to the City of Dallas representative before the contract information will be sent to the City Attorney's Office to draft the contract. Once the terms of the contract are fully negotiated; the recommended vendor has signed the contract indicating agreement with the terms of the contract; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to the City of Dallas representative; the staff recommendation will be placed on a City Council agenda to award the contract.

Appendix A

Definitions and Glossary

The following definitions are provided for use in the CDBG funded Minor Home Repair Grant Program:

Category 1 Subrecipients shall mean Subrecipients that have the capacity, whether in house or through sub-contractors, to complete all of the allowable rehabilitation or repair items under the Minor Home Repair Grant Program. The allowable repair items are listed in Table 1 of this RFP.

Category 2 Subrecipients shall mean Subrecipients with the capacity to perform a specialty trade (i.e., electrical, plumbing, roofing, etc.) from the allowable repair items listed in Table 1.

CDBG funds means Community Development Block Grant funds, including funds received in the form of grants under subpart D, F, or §570.405 of this part, funds awarded under section 108(q) of the Housing and Community Development Act of 1974, loans guaranteed under subpart M of this part, urban renewal surplus grant funds, and program income as defined in §570.500(a).

City means the incorporated City of Dallas:

Consolidated plan means the plan prepared in accordance with 24 CFR part 91, which describes needs, resources, priorities and proposed activities to be undertaken with respect to HUD programs, including the CDBG program. An approved consolidated plan means a consolidated plan that has been approved by HUD in accordance with 24 CFR part 91.

Equipment Cost means the cost of equipment necessary to perform one unit of work of the line item, excluding any overhead and profit of the Subrecipient.

Family refers to the definition of “family” in 24 CFR 5.403 which reads as follows:

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

- (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
- (2) A group of persons residing together, and such group includes, but is not limited to:
 - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
 - (ii) An elderly family;
 - (iii) A near-elderly family;
 - (iv) A disabled family;
 - (v) A displaced family; and
 - (vi) The remaining member of a tenant family.

Household means all persons occupying a housing unit. The occupants may be a family, as defined in 24 CFR 5.403; two or more families living together; or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identity, or marital status.

Income. For the purpose of determining whether a family or household is low- and moderate-income under the CDBG regulations found at 570.3, the City has selected to use the Part 5 income definition under 24 CFR Part 5.403 which reads as follows:

“Annual Income defined under the Section 8 program at 24 CFR 813.106 1, (except that if the CDBG assistance being provided is homeowner rehabilitation under §570.202, the value of the homeowner’s primary residence may be excluded from any calculation of Net Family Assets).”

Low- and moderate-income household means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and moderate-income person means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-income household means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

Low-income person means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

Material Cost means the cost of material necessary to perform one unit of work of the line item, excluding any overhead and profit of the Subrecipient.

Minor Repairs shall mean repairs that do not exceed \$10,000 and fall within the following list of repairs:

- Roofing repair (for leaking roofs) (patching only on houses)
- Exterior Entry Doors (repair only)
- Exterior Windows (for broken windows) (replacement or repair)
- Accessibility repairs and installation such as ramps, handrails or repairing walkways
- Water Heaters (replacement or repair)
- Heating Systems/Cooling Systems (repair, replacement (small units only, i.e. window units), or purchase of wall heaters or wall air conditioning units)
- Plumbing Interior (water lines, sewer lines, toilet repairs, etc.)
- Electrical (repair of breakers, panels or wiring)
- Gas Lines
- Floors (repair only)
- Interior and Exterior Repairs (as needed)
- Any item determined eligible by the Director

Moderate-income household means a household having an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD.

Moderate-income person means a member of a family that has an income equal to or less than the Section 8 low-income limit and greater than the Section 8 very low-income limit, established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

One to One (1:1) Match means that subrecipients selected to assist the City in the implementation of the Minor Home Repair Grant Program shall contribute, at minimum, an equal amount of non-CDBG funds provided by the City. The match shall be calculated on a project by project basis. Therefore, if an applicant is assisted with \$4,000 in CDBG grant funds, the Subrecipient will contribute, at minimum, \$4,000 of non-federal funds toward the rehabilitation of the dwelling.

Population means the total resident population based on data compiled and published by the United States Bureau of the Census available from the latest census or which has been upgraded by the Bureau to reflect the changes resulting from the Boundary and Annexation Survey, new incorporations and consolidations of governments pursuant to §570.4, and which reflects, where applicable, changes resulting from the Bureau's latest population determination through its estimating technique using natural changes (birth and death) and net migration, and is referable to the same point or period in time.

Soft Costs means the cost that are not construction / hard costs which under this RFP include:

- **Permitting Cost:** all permits required for the rehabilitation work associated with the Minor Home Repair Grant Program.

Subrecipient is defined under 24 CFR Part 570.500(c) as a public or private nonprofit agency, authority, or organization, or a for-profit entity authorized under §570.201(o), receiving CDBG funds from the recipient or another subrecipient to undertake activities eligible for such assistance under subpart C of this part. The term excludes an entity receiving CDBG funds from the recipient under the authority of §570.204, unless the grantee explicitly designates it as a subrecipient. The term includes a public agency designated by a unit of general local government to receive a loan guarantee under subpart M of this part, but does not include contractors providing supplies, equipment, construction, or services subject to the procurement requirements in 2 CFR part 200, subpart D.

Total Unit Price means the total cost for a single unit of work including the cost of material, labor, and equipment, excluding any overhead of the Subrecipient.

Total Line Item Price means the total line item cost for a specific eligible repair (as provided in Table 1 of this) including the cost of material, labor, and equipment, and overhead of the Subrecipient.

Unit of general local government shall have the meaning provided in section 102(a)(1) of the Act.

Unit means the unit of measurement for the line item specified. All work shall be scoped based on the measurement units specified.

ATTACHMENT A
CITY OF DALLAS
Minor Home Repair Grant Program

Application Checklist and Submission Organization Guide	
Sect. #	Tab Contents
1	<p>Letter of Submittal on Organization Letterhead</p> <ul style="list-style-type: none"> <input type="checkbox"/> Cover letter on applicant letterhead. Provide the following: <ul style="list-style-type: none"> • Subrecipient's name, contact information, and mailing address, the RFP submission date, and the Program Title. • Overview of the Subrecipient's organization
2	<p>Mandatory Requirements (<i>Section 3.2.1 – Mandatory Requirements of RFP</i>)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Organizational Documentation <input type="checkbox"/> Comparable Programs/Projects <input type="checkbox"/> Financial Resources <ul style="list-style-type: none"> • P&L Statements (most recent 2 years) • Balance sheet (most recent 2 years) • Business tax returns (most recent 2 years) • Business checking statements (most recent 2 months) • Banking credit reference form (if applicable) <input type="checkbox"/> Proposed Costs <ul style="list-style-type: none"> • Attachment "B"
3	<p>Qualifications (<i>Section 3.2.2 – Mandatory Requirements of RFP</i>)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Experience, Past Performance, and Record of Integrity <input type="checkbox"/> Management <input type="checkbox"/> References
4	<p>Work Approach (<i>Section 3.2.3 – Mandatory Requirements of RFP</i>)</p> <ul style="list-style-type: none"> <input type="checkbox"/> Summary of Approach <input type="checkbox"/> Program Administration <input type="checkbox"/> Inspections <input type="checkbox"/> Commitment to Use Subcontractors from Business Inclusion and Development <input type="checkbox"/> Repairs <input type="checkbox"/> Regulatory Compliance <input type="checkbox"/> Safe Work Practices <input type="checkbox"/> Safe Work Practices <input type="checkbox"/> Quality Control <input type="checkbox"/> Efficient Use of Funds <input type="checkbox"/> Dispute Management



ATTACHMENT A
CITY OF DALLAS
MINOR HOME REPAIR GRANT PROGRAM APPLICATION
 Housing and Neighborhood Revitalization
 1500 Marilla Street, 6DN
 Dallas, Texas 75201

APPLICANT INFORMATION

Applicant Name:	
Applicant Address:	Applicant City, State, Zip:
Applicant Phone Number:	Application Date:
Applicant Contact Person:	Applicant Contact Person email address:
Federal Tax ID Number (must be provided)	DUNS Number (must be provided)
City Vendor Number	

SECTION 2 – MANDATORY REQUIREMENTS - SUPPORTING INFORMATION

Subrecipient Proposed Category

Please select the Category under which you are submitting the application (see Section 3.2.1 of the RFP):

- Category 1 Subrecipient (General Contractor)
 Category 2 Subrecipient (Single Trade Contractor)

If you selected Category 2 Subrecipient above, list the specialty trade for which you are applying:

- Carpenter
 Cement Mason/Concrete Finisher
 Electrician
 HVAC/Heating Mechanic
 Painter
 Plumber
 Roofer
 Tile Setter

Other (please describe):

Matching Funds

Please specify the source and the amount of funds that the Subrecipient is proposing as its 1:1 Matching Funds:

Funding Source	Amount Proposed	Source of Funds
Cash or Cash Equivalent		
Donated construction Materials		
Volunteer Labor		

Target Area

Please Indicate the area in which you are available to provide the proposed rehabilitation services:

- Citywide Central Dallas North Dallas
 East Dallas South Dallas West Dallas
 Citywide Central Dallas North Dallas

Other (please describe):

SECTION 3 – QUALIFICATIONS - SUPPORTING INFORMATION

Management

In accordance with the requirements of Section 3.2.2 - Qualifications, the Subrecipient must submit a list and resumes of key staff in addition to the role that each will have in the implementation of the Program:

Staff Member	
Name:	Title:
Role:	Education:
Certifications:	Years of Experience:
Contact Person Phone Number:	Contact person email address:

Other information relevant to the qualifications of staff member:

Staff Member	
Name:	Title:
Role:	Education:
Certifications:	Years of Experience:
Contact Person Phone Number:	Contact person email address:
Other information relevant to the qualifications of staff member:	

Management (cont.)

Staff Member	
Name:	Title:
Role:	Education:
Certifications:	Years of Experience:
Contact Person Phone Number:	Contact person email address:
Other information relevant to the qualifications of staff member:	

Staff Member	
Name:	Title:
Role:	Education:
Certifications:	Years of Experience:
Contact Person Phone Number:	Contact person email address:
Other information relevant to the qualifications of staff member:	

Staff Member	
Name:	Title:
Role:	Education:
Certifications:	Years of Experience:
Contact Person Phone Number:	Contact person email address:
Other information relevant to the qualifications of staff member:	

Note: Make copies of this page if additional staff qualifications will be submitted.

References

Provide contact information for the rehabilitation services performed by your agency. Provide a minimum of two (2) Program Implementation references and three (3) Rehabilitation Construction references:

Project Name:	
Project Address:	
Referral Firm:	Relationship to Referral:
Firm Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact Person email:

Project Name:	
Project Address:	
Referral Firm:	Relationship to Referral:
Firm Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact Person email:

Project Name:	
Project Address:	
Referral Firm:	Relationship to Referral:
Firm Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact Person email:

References (cont.)

Project Name:	
Project Address:	
Referral Firm:	Subrecipient Relationship to Referral:
Firm Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact Person email:

Project Name:	
Project Address:	
Referral Firm:	Subrecipient Relationship to Referral:
Firm Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact Person email:

Project Name:	
Project Address:	
Referral Firm:	Subrecipient Relationship to Referral:
Firm Address:	
Contact Person:	Contact Person Title:
Contact Person Phone Number:	Contact Person email:

The undersigned hereby certifies that the statements made in this attachment are true, correct and complete.

The applicant hereby certifies that to the best of his/her knowledge, all information submitted as part of this application is true and accurate. The applicant acknowledges that all documentation supporting the information in the application and proposal is on file in the applicant's offices and available for review by City of Dallas staff during normal business hours.

If CDBG project funding is subsequently approved, the information in this application may be incorporated as part of an agreement and may be used to monitor performance of the project/program. The applicant additionally agrees that if an agreement is executed, the applicant will comply with all contract and CDBG funding requirements.

Signature of Authorized Official:	Date:
Type/Print Name of Authorized Official:	Title:
Phone Number:	email address: