

Program Management and Administration Services for the City of Scottsdale Emergency Repair Program

1) INTENT

The purpose of this solicitation is to obtain proposals from individuals or organizations to provide Program Management and Administration Services for City of Scottsdale Emergency Repair Program (CSERP). The Program provides assistance to homeowners in Scottsdale to perform emergency repairs to substandard housing conditions. Substandard conditions include those posing a serious threat to the health, safety or welfare of the household or affecting the immediate livability of the home.

The level of assistance is limited solely to the amount required to address the specific emergency. The maximum amount of assistance per household, per year may not exceed \$10,000. Assistance may exceed the \$10,000 maximum under limited circumstances and must address items posing a serious threat to the health, safety and welfare of the household, as determined by the Community Assistance Manager. Emergency Repairs are limited to those issues that affect the habitability of the home such as: lack of running water, electricity or heating/cooling. Accessibility modifications needed for the elderly and disabled are also eligible repairs under the Emergency Program. Applicants who experience more than one emergency situation in the same year may receive assistance through the program a second time in that year providing the maximum grant amount has not been spent.

2) SCOPE OF WORK

The Contractor shall be responsible for program management of the CSERP. All home improvements must meet or exceed standards in a manner that is satisfactory to City of Scottsdale's Community Assistance Office (CAO) and the homeowner, and are consistent with the City of Scottsdale *CSERP Guidelines* and the Arizona Registrar of Contractors (AZROC) Workmanship Standards for Licensed Contractors.

a) SERVICES TO BE PROVIDED

- i) The Contractor will manage the improvements to be made to individual homes, provide oversight of all construction contractors that provide the home improvements, and provide timely and complete invoices to the City.
- ii) Contractors must have the ability to cover all up-front costs through the completion of each CSERP project and invoice the CAO for completed projects on a monthly basis.
- iii) The City of Scottsdale is the recipient of the U.S. Department of Housing and Urban Development (HUD) funding. The CSERP, administered by CAO, receives funding for this solicitation from HUD, specifically a Community Development Block Grant (CDBG). CAO is responsible for:
 - (1) determining homeowners' income eligibility and qualifications for program assistance;
 - (2) completing environmental review
 - (3) sharing with the Contractor the contact information for clients to be served;
 - (4) ensuring funding is utilized for the intended purposes as required by funding source; and
 - (5) monitoring Contractor's activities and ensuring services are provided as outlined in contract.
- iv) Emergency Repair services shall be limited to owner-occupied Scottsdale residences only.

b) MINIMUM QUALIFICATIONS

- i) Contractor shall:

- (1) be familiar with Federal grant regulations (CDBG) including 24 Code of Federal Regulators (CFR) 570.202 and 24 CFR 92.254, and regulations for any non-federal funding sources being applied;
- (2) be familiar with the requirements of lead paint and abatement compliance;
- (3) preferably, be familiar with the requirements of asbestos removal and abatement;
- (4) have experience with accessibility modifications for persons with disabilities.

c) PROGRAM APPROVAL PROCESS

i) The following approval process for services shall apply:

- (1) CAO shall receive applications and determine eligibility for services.
- (2) CAO shall submit client information to Contractor.
- (3) Contractor shall conduct a site visit and inspection of client's home.
- (4) CAO will provide the Contractor with a list of preapproved repairs that were determined to be eligible via a desk review.
- (5) Contractor shall conduct home visits to determine the listed repairs meet the *CSERP Guidelines*. Any additional repairs determined to be eligible by the contractor at the home visit shall require approval from the CAO.
- (6) Contractor will submit scope of work and cost estimate of repairs for all non-preapproved repairs.
- (7) The Contractor shall issue a bid to approved construction contractors/vendors with details of work activities to be performed.
- (8) Successful construction contractors/vendors shall complete work activities.
- (9) Contractor shall inspect all work performed by construction contractor/vendor. Construction contractor/Vendor will be paid for services only after the work performed meets the *CSERP Guidelines* and the AZROC Workmanship Standards for Licensed Contractors.
- (10) The Contractor shall pay construction contractors/vendors for accepted and completed work activities.
- (11) The Contractor shall submit invoices to CAO for completed project activities.
- (12) CAO shall reimburse the Contractor for approved invoice.
- (13) CAO shall release Contractor from the project upon payment of invoice.

ii) CAO Responsibilities

- (1) ensuring that homeowners are eligible and qualified for the assistance;
- (2) completing environmental review
 - (a) CAO will complete the appendix A and associated maps and documents. Contractor shall complete the Field Visit Checklist and provide it to the CAO once the initial inspection is complete.
- (3) ensuring funding is utilized for the required purposes;
- (4) ensuring Contractor meets performance responsibilities before reimbursement is made;
- (5) reimbursing Contractor for approved invoices;
- (6) monitoring Contractor activities and expenditures;

iii) Contractor Responsibilities

- (1) contacting the homeowner once the application has been approved;
- (2) inspecting the home and preparing a scope of work;
- (3) determining if a lead-based paint assessment is required.
- (4) reviewing the scope of work with the homeowner;
- (5) securing and reviewing bids with the homeowner;
- (6) reviewing the contract between the homeowner and construction contractor/vendor;
- (7) providing contract closing with the homeowner and the construction contractor/vendor;
- (8) coordinating temporary relocation (when required);
- (9) providing contract management services;
- (10) reviewing disputes between the homeowner and the construction contractor/vendor, providing written determinations if contract arbitration is needed;
- (11) coordinating the transmittal of warranty documents;

(12)preparing change orders and payment authorizations with the consent of the homeowner for presentation to CAO staff for payment;

d) CONTRACTOR'S RESPONSIBILITIES

- i) The Contractor shall be responsible for program management of the CSERP activities that are approved by CAO and performed by approved construction contractors. Contractor shall ensure all home improvements must meet or exceed standards in a manner that is satisfactory to CAO and the homeowner, and consistent with required Federal Housing Quality Standards, *CSERP Guidelines* and the AZROC Workmanship Standards for Licensed Contractors
- ii) Customer service is of the utmost importance. Contractor's personnel and all construction contractors shall be trained and monitored to assure each program applicant is provided the highest quality of service.
- iii) Contractor shall provide services in compliance with all Federal laws, regulations and the *CSERP Guidelines*.
- iv) Contractor shall receive a Client Approval and Inspection Form from the CAO with the client contact information and the repairs listed on the clients application that were determined to be eligible via a desk review. Contractor shall conduct home visits to determine the listed repairs meet the *CSERP Guidelines*. Any additional repairs determined to be eligible by the contractor at the home visit shall require approval from the CAO. The Contractor shall:
 - (1) be responsible for scheduling an appointment to inspect the clients' property to evaluate the repairs requested within 5 business days of receiving the Client Approval and Inspection Form;
 - (2) conduct a home inspection to identify eligible repairs and/or replacements are made to components that affect the immediate livability of the home. Eligible repairs and/or replacement are limited to the types of assistance listed in the *CSERP Guidelines*.
 - (3) upon completion of the home inspection provide the CAO with the Field Visit Checklist
 - (4) upon request from the CAO contractor shall provide a written report identifying inspection findings and estimated costs. Such documentation shall be kept in all project files.
- v) Contractor shall establish and maintain a list of qualified construction contractors/vendors to perform the approved work activities. The Contractor shall:
 - (1) Ensure that all construction contractors/vendors on the qualified vendor list are:
 - (a) licensed for the type of work specified in the scope of work;
 - (b) insured for the type of work specified in the scope of work;
 - (c) in good standing with the Registrar of Contractors (ROC);
 - (d) is not listed on HUD's Limited Denial of Participation List;
 - (e) possess an Unique Identity ID (UEI) number and be in good standing (not debarred) to receive of Federally funded contracts.
- vi) The Contractor shall conduct a competitive bid process for each approved project to be performed in an eligible client's home. The Contractor shall facilitate a procurement process open only to those on the qualified construction contractors/vendors list. The Contractor shall:
 - (1) provide bidders with a detailed scope of work on each project;
 - (2) conduct bid process as detailed in the *CSERP Guidelines*;
 - (3) receive and evaluate bids for a project;
 - (4) discuss all received bids with homeowners;
 - (5) notify the lowest responsible bidder of their selection;
 - (6) notify the bidders that were not selected;
 - (7) If bids are significantly higher than the estimated costs, the Contractor shall rebid the project.
- vii) The Contractor shall ensure construction contractors/vendors:

- (1) create a contract with the homeowner based on the project specifications;
- (2) receive approval of the contract from CAO;
- (3) comply with the terms and conditions of the contracts with homeowners;
- (4) complete only the work that is listed in the contract unless a contract change order is approved by CAO and executed between the Contractor and the construction contractor/vendor;
- (5) perform all work as specified such that work meets the and the Arizona Registrar of Contractors (AZROC) Workmanship Standards for Licensed Contractors and adheres to the *CSERP Guidelines* and Federal Housing Quality Standards; and
- (6) pay all subcontractor/vendors in a timely manner.

e) PROGRAM MANAGEMENT AND ADMINISTRATION

Contractor shall comply with federal regulations, including 24 CFR § 92, *et seq.*:

i) Financial Records

- (1) The Contractor shall establish an accounting system and financial records that comply with the applicable requirements and standards of 2 CFR 200, *et seq.*
- (2) The Contractor shall adhere to accounting principles and procedures to utilize adequate internal controls and maintain necessary source documentation for all costs incurred.
- (3) The Contractor shall maintain an accounting system that provides for appropriate accounting.
- (4) The Contractor shall adhere to applicable audit requirements as described and in accordance with 2 CFR 200, *et seq.*
- (5) The Contractor shall provide an annual single-audit report or annual audited financial statements to the City.
- (6) Contractor shall maintain an accounting system which is consistent and in accordance with the U.S. Generally Accepted Accounting Principles (GAAP) and which uses fund accounting methods and the Office of Management and Budget (OMB) Omni-Circular "Uniform Administrative Requirements, Cost Principles and Audit" per 2 CFR Part 200. Compliance with these requirements will be subject to monitoring from time to time by the City or by HUD.

ii) Documentation and Record Keeping

- (1) Records to be Maintained – The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under the contract. Such records shall include but not be limited to records:
 - (a) providing a full description of each project undertaken and its impact;
 - (b) activity eligibility;
 - (c) financial records as required by 24 CFR Part 570.502, 2 CFR § 200, *et seq.*; and
 - (d) other records necessary to document compliance with funding requirements.
 - (e) The Contractor shall retain all pertinent electronic data, files and records, and books, documents, and papers that relate to the contract for five years after completion of the Program Management and Administration Services for CSERP contract.

iii) Outcome Measures

- (1) The Contractor shall maintain data that supports the accomplishment of the desired outcomes for each housing unit.

iv) Disclosure

- (1) The Contractor shall ensure that client information collected under the contract is private and the use or disclosure of such information, when not directly connected with the

administration of the services to be provided under the contract is prohibited unless written consent is obtained from such person receiving service.

v) Conflict of Interest

- (1) Contractor shall adhere to 24 CFR, 570.489, Conflict of Interest for CDBG.

vi) Audits and Inspections

- (1) All Contractor's records with respect to any matters covered by the contract shall be made available to the City of Scottsdale, their designees, or the Federal Government, at any time during normal business hours, and as often as the City of Scottsdale deems necessary over the course of six years after completion of the contract, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the Contractor within 45 days after receipt by the Contractor.
- (2) Failure of the Contractor to comply with the above audit requirements shall constitute a violation of the contract and may result in the withholding of future payments.
- (3) The annual audit requirement is applicable to all levels of funding received by Contractor via the contract, even if the level of funding is less than the current thresholds cited in 24 CFR § 200.501