

**CITY OF PENSACOLA, FLORIDA
REQUEST FOR PROPOSALS
RFP NO. 22-051**

**COMMUNITY DEVELOPMENT BLOCK GRANT-CV
HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT**

A sealed proposal with original or electronic signature, an additional **five (5) complete copies**, and **one (1) complete electronic copy (PDF) on flash drive or CD** will be received on **September 26, 2022, 2:30 P.M.**, local time, at the following location.

**City Hall (lobby)
222 West Main Street
Pensacola, Florida, 32502
Attention: Purchasing**

The face of the sealed envelope shall be plainly marked identifying the proposer, the RFP title and the RFP number. No late submittals will be accepted. Multiple submittals (or pricing) from the same entity will not be accepted. Those proposals received will be opened and publicly acknowledged the **following business day** (*September 27, 2022, 10:00 A.M., local time*) via Microsoft Teams at the following link: [Microsoft Teams link](#).

Participation in a Microsoft Teams meeting requires a microphone and speakers; however, webcams are optional. Participants may join the meeting either via a PC or Smartphone. Please be sure to check the system requirements at the following link: [Microsoft Teams System Requirements Check](#).

In order to review all contractual requirements associated with this project, an **optional** pre-proposal conference will be held **September 6, 2022, at 3:00 P.M.**, local time, in the Whibbs Conference Room, 1st floor of City Hall.

Specifications will be posted to the City's website at www.cityofpensacola.com/bids.aspx. **Addenda will be posted to the City's website. Proposers are responsible for obtaining addenda and are advised to check the website frequently.**

A proposal tabulation with a Notice of Intent to Award will be posted to the City's website at www.cityofpensacola.com/bids.aspx. Bidders are advised to check the website frequently.

Firms submitting proposals are responsible for familiarizing themselves fully with all facilities and spaces to be made available by the City to the manager. Any questions concerning the proposal should be addressed and submitted in writing **no later than 10:00 A.M.**, local time, **September 16, 2022** to:

George Maiberger, Purchasing Manager
City of Pensacola
222 W. Main Street
Pensacola, FL 32502
purchasing@cityofpensacola.com

The City of Pensacola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs and activities. Please call 850-435-1835 for further information. Requests must be made at least five (5) calendar days before the event in order to allow the City time to provide the requested services.

The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item number when applicable, to waive any proposal informalities and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

Attest:
Ericka L. Burnett
City Clerk

CITY OF PENSACOLA
Grover C. Robinson, IV
Mayor

The City of Pensacola provides equal access in employment and public services.

SECURITY NOTICE

Due to coronavirus concerns, visitors to City Hall may be required to stay in the lobby unless otherwise directed.

Late submittals will not be accepted.

GENERAL CONDITIONS

To ensure acceptance, all proposers submitting proposals to the City of Pensacola shall be governed by the following conditions, attached specifications, and proposal form(s) unless otherwise specified. Proposals not submitted on the proposal form(s) provided shall be rejected, and proposals not complying with these conditions will be subject to rejection. **Multiple submittals from the same entity will not be accepted.**

1. **Alternate Solutions:** During the drafting of written specifications, a sincere effort is made to describe items or services best suited to the needs of the City. However, the City invites proposals with alternate solutions to the objectives set forth in the specifications, unless a particular specification is expressly identified as mandatory.
2. **Approved Equivalent or Equals:** Any manufacturer's names, trade names, brand names, model numbers, etc. listed in the specifications are for information only and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative which meets or exceeds the specifications as written. If the proposal is based on an "approved equivalent or equal" item(s) or service(s), supportive information in the form of the manufacturer's printed literature or brochures, sketches, diagrams, and/or complete specifications must accompany the proposal. The proposer must explain in detail the reasons why the proposed equivalent or equal will meet specifications and not be considered an exception thereto. The City of Pensacola reserves the right to determine acceptance of proposed equivalent or equal item(s) or service(s).
3. **Award Determination to be Based on Best Interest of City:** There is no obligation on the part of the City to award a contract to any proposer. The City reserves the right to award a contract to or negotiate a contract with a responsible proposer submitting the most responsive or best alternative proposal for a resulting contract which is most advantageous to and in the best interest of the City. The City shall be the sole judge of the proposal and the resulting contract, and its decision shall be final.
4. **Proposal (RFP) Bond: None.**
5. **E-Verify System (Mandatory):** In compliance with the provisions of F.S. 448.095, the parties to this contract and any subcontractors engaged in the performance of this contract hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.
6. **Exceptions to Specifications:** In order that equal consideration be given in evaluating proposals, any exceptions to or deviations from the specifications as written must be noted and fully explained. The Mayor or City Council is the final authority in determining the acceptability of any exceptions to specifications.

7. **Governing Law:** The laws of the State of Florida shall be the laws applied in the resolution of any action, claim or other proceeding arising out of this contract.
8. **Interpretations:** All questions concerning the specifications or conditions shall be directed in writing to the Purchasing Office at least ten (10) days prior to submittal deadline, unless otherwise instructed on the Request for Proposals Page. Inquiries must refer to the proposed item(s) or service(s) and the date of the proposal submittal deadline. Interpretations will be made in the form of an addendum placed on the City's website. The City shall not be responsible for any other explanation or interpretation.
9. **Legal Requirements:** All applicable provisions of Federal, State, County, and local laws including all ordinances, rules, and regulations shall govern the development, submittal and evaluation of all proposals received in response to these specifications, and shall govern any and all claims between person(s) submitting a proposal response hereto and the City of Pensacola, by and through its officers, employees and authorized representatives. A lack of knowledge by the proposer concerning any of the aforementioned shall not constitute a cognizable defense against the legal effect thereof. The proposer agrees that it will not discriminate on the basis of race, creed, color, national origin, sex, age or disability.
10. **Licenses, Registration and Certificates:** Each proposer shall possess at the time of submitting its proposal all licenses, registrations and certificates necessary to engage in the business of contracting (or special contracting if the work to be performed necessitates a particular type of specialty contractor) in the City of Pensacola. Proposer must also possess all licenses, registrations and certificates necessary to comply with federal, state and local laws and regulations. The awarded proposer shall be registered at the time of contract execution as an active vendor with the Florida Department of State, Division of Corporations (www.sunbiz.org).
11. **Mistakes:** Proposers are expected to examine the conditions, scope of work, proposal prices, extensions, and all instructions pertaining to the item(s) or service(s) involved. Failure to do so will be at the proposer's risk. Unit prices proposed will govern in award.
12. **Payment of Invoices:** The City of Pensacola issues checks for payment of invoices on the 10th of each month. The signed receiving copy of the purchase order and a correct invoice must have been received by the Accounts Payable Activity prior to the 4th of the month. Item(s) or service(s) received on or after the 4th will be processed in the following month. All invoices are payable by the City under the terms of Florida Prompt Payment Act, Florida Statute §218.70. All purchases are subject to availability of funds in the City's budget.
13. **Permits and Taxes:** The proposer shall procure all permits, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. Proposers who use public roads of the City of Pensacola, Florida for transport of goods of any kind which said goods were transported from a point without the City of Pensacola, Florida to a point within the City of Pensacola shall obtain a

“Use of Streets” permit for a fee not in excess of the license paid for by local licensees engaged in the same business.

- 14. Prohibited Conduct by Proposers:** Upon the publication of any solicitation for sealed bids, requests for proposals, requests for qualifications, or other solicitation of interest or invitation to negotiate by any authorized representative of the City of Pensacola, any party interested in submitting a bid, proposal, or other response reflecting an interest in participating in the purchasing or contracting process shall be prohibited from engaging in any communication **pertaining to formal solicitations** with any member of Pensacola City Council, the Mayor, or any member of a selection/evaluation committee for RFPs/RFQs, whether directly or indirectly or through any representative or agent, whether in person, by mail, by facsimile, by telephone, by electronic communications device, or by any other means of communication, until such time as the City has completed all action with respect to the solicitation.
- 15. Proposal Withdrawals:** No proposal may be withdrawn after closing time for receipt of proposals for a period of sixty (60) days thereafter. The contract award shall be legally binding at the time of award by City Council or Mayor.
- 16. Protests:** Protests of the plans, specifications, and other requirements of requests for proposals must be received in writing by the Purchasing Office at least ten (10) business days prior to the scheduled proposal submittal deadline. A detailed explanation of the reason for the protest must be included. Protests of the intended award of proposal or contract must be in writing and received in the Purchasing Office within five (5) business days of the notice of intent to award. A detailed explanation of the protest must be included.
- 17. Public Entity Crimes:** By submitting a proposal each proposer is confirming that the company has not been placed on the convicted vendors list as described in Florida Statute §287.133 (2) (a).
- 18. Public Records:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Florida Statute §119.07. This includes material which the responding proposer might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening the proposal pursuant to Florida Statute §119.07.
- 19. Public Records Law:** The Parties shall each comply with Florida Public Records laws. The Parties hereby contractually agree that each Party shall allow public access to all documents, papers, letters, or other public records as defined in Chapter 119, Florida Statutes, made or received by either Party in conjunction with this agreement, or related thereto, unless a statutory exemption from disclosure exists. Notwithstanding any provision to the contrary, it is expressly agreed that Contractor’s failure to comply with this provision, within seven (7) days of notice from the City, shall constitute an immediate and material breach of contract for which the City may, in the

City's sole discretion, unilaterally terminate this agreement without prejudice to any right or remedy.

20. Rejection of Proposals: The City of Pensacola reserves the right to accept or reject any or all proposals, to award proposals on a split-order basis by item or service number, to waive any irregularities, technicalities, or informalities, and to re-advertise for proposals when deemed in the best interest of the City of Pensacola.

21. Sealed Proposals: The specifications and all executed proposal forms must be submitted in a sealed envelope. All proposals must be signed by an authorized representative of the proposer. In the event more than one proposal submittal deadline is scheduled for the same date and time, do not include proposals concerning different sets of specifications within the same envelope. **The face of the sealed envelope shall be plainly marked identifying the proposer, the item(s) or service(s) proposed and the proposal number.** It shall be the sole responsibility of the proposer to assure receipt of proposal at the Purchasing Office prior to the published time for the proposal submittal deadline. No proposal will be accepted after closing time for receipt of proposals; **nor will any offers by telephone, fax, internet or email be accepted.**

22. Tax: The City of Pensacola is exempt from all State and local sales tax.

23. Termination for Convenience: A contract may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City. Any such termination shall be effected via delivery to the contractor at least thirty (30) business days before the effective date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for the completed service, but no amount shall be allowed for anticipated profit on unperformed services.

24. Unauthorized Aliens: The City of Pensacola shall consider the employment by any contracted vendor of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. Such violation shall be cause for unilateral termination of this contract.

25. Venue: Venue for any claim, action or proceeding arising out of this contract shall be Escambia County, Florida.

ANY AND ALL SPECIAL CONDITIONS AND SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

BACKGROUND INFORMATION

The City of Pensacola has received an allocation of Community Development Block Grant-CV (CDBG-CV) funds from the U.S. Department of Housing and Urban Development (HUD) through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Funds must be used to prevent, prepare for, and respond to the direct and indirect risks of coronavirus (COVID-19) and mitigate future risks. **\$370,501** in CDBG-CV3 funds will be available for *the acquisition and/or rehabilitation of a facility to address the needs of the homeless community to prevent, prepare for, and respond to COVID-19*. Depending on proposals received and available funding, the City may award multiple contracts.

Proposals must meet the guidelines provided in the RFP. The proposed facility must be located within the City of Pensacola limits. Funds must be used to prevent, prepare for, and respond to COVID-19 as well as conform to regular Community Development Block Grant (CDBG) regulations.

Under the City's most recent HUD Consolidated Plan, affordable housing and homelessness were identified as priority needs for the jurisdiction, to include increasing the supply of rental units to low income households.

Applicant Eligibility

- The organization applying for funding must be a not for profit with an IRS 501(c)3 designation as evidenced by listing on irs.gov OR submission of IRS designation letter OR recently completed Form 990 submitted and accepted by the IRS
- The organization must have an active listing on sunbiz.org at time of RFP submission (to be verified by City staff)
- Must demonstrate capacity to acquire and/or rehabilitate a facility to benefit homeless households and provide ongoing operations for minimum timeframe prescribed by CDBG regulations
- Must not have any outstanding fees, penalties, or delinquencies to federal, state, or local governments
- Must not be listed as a federally suspended or debarred entity

Eligible Projects

- Project must be located within the City of Pensacola limits at time of application
- Demonstrate CDBG National Objective benefit to Low/Moderate Income (LMI) persons or households
- Demonstrate how the project will prepare, prevent or respond to COVID-19 under the CDBG-CV program guidelines.
- Must provide new or expanded/improved homeless housing units to the community

- Rental Housing for Low and Moderate Income (LMI) homeless Households: Acquisition of an existing multifamily property (to include 1-4 unit rentals); Acquisition/rehabilitation of an existing multifamily property; or Rehabilitation of an existing multifamily property (*NOTE: project should not cause displacement of existing tenants*)
- Facility conversion for rental housing may be considered provided property meets all zoning and building requirements.
- Mixed Use projects that contain residential units may be considered provided that a minimum of 51% of the units are occupied by low/moderate income households (at or below 80% Area Median Income).
- Lead Based Paint hazard assessments and remediation of property if required by HUD/EPA guidelines

Acceptable methods of acquisition include purchase, long-term lease (15+ years), or donation. When a long-term lease is used as the method of acquisition, shorter term lease agreements (e.g., one year) that are renewable are not considered to be long-term leases, even if the lease is renewed annually for 15 years.

Rehabilitation includes labor, materials, utility connections, accessibility improvements, lead based paint remediation, and directly associated rehabilitation services and soft costs.

Ineligible Project Costs

- New construction of housing
- Equipment purchases
- Purchase of furnishings and personal property
- Operating expenses, including leasing costs, operating reserves, and debt service
- Tenant rental assistance
- Delinquent taxes or fees
- Construction advances
- Funding may not be utilized for acquisition or rehabilitation of structures to the extent that properties are used for inherently religious activities. CDBG funds may be used to the extent that those structures are used for conducting eligible CDBG non-religious programs. Where a structure is used for dual religious and non-religious community programs, the eligible use of CDBG funds shall be based on a formula resulting from the prorated use between religious and non-religious activities. Organizations that are directly funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the CDBG eligible community programs or services.

- Costs incurred with preparation of this RFP or other pre-award expenses associated with project

This is not an exhaustive list of ineligible activities under CDBG; questions regarding eligibility considerations should be submitted to the City by the deadline posted in this RFP.

Performance Period

All funds must be expended no later than December 31, 2023, with proper invoices and supporting documentation, beneficiary information, and accomplishment narratives submitted for review and approval. A shorter or longer time frame may be designated in Project Agreement depending on proposed project.

If funds are utilized to support acquisition of land and/or buildings, use and management of property must continue as a CDBG eligible use for a minimum of 5 years after expiration of Agreement with the City, which will be secured with a mortgage and note or deed restriction, as appropriate. Required annual compliance will include verification of continued housing targeted to homeless households, with verification of occupancy, rent and income limits, and property conditions.

Any proposals with long term lease properties must have permission from the owner to file an encumbrance against the property for the term of the compliance period.

Loan Terms

Unless otherwise dictated by Applicant, loan terms shall be a zero-interest deferred loan with no monthly payments provided project is not in default with program terms. A mortgage and note or deed restriction will be filed against the property for the amount of the assistance. The City acknowledges that this encumbrance may be subordinate to other development funding. The encumbrance term will be a five-year minimum from the expiration date of the City CDBG Agreement (compliance period). No property transfer or additional financing during the compliance period will be permitted without the express consent of the City. Sale or change of facility use prior to the expiration of the compliance period will require payback in full of CDBG funds to the City. The City will release the full amount of the encumbrance at the end of the compliance period provided that the Applicant has remained in compliance with the Program and no default has occurred. The City will annually monitor the project for continued CDBG eligible use during the compliance period.

Homeless Management Information System

Awarded agencies must participate in the Homeless Management Information System (HMIS) as administered by Opening Doors Northwest Florida or designee for the duration of the Project Agreement.

Environmental Review and Clearance

All approved projects must be in compliance with federal environmental regulations under the National Environmental Policy Act (NEPA) as outlined in 24 CFR Part 58. The Housing Department will determine the level of review required. During this review period, an Applicant or any participant in the development process, may not commit or expend any funds, including non-HUD funds, or undertake any activities having either an adverse environmental impact or limitation on the choice of reasonable alternatives. The environmental review process takes from 60 to 90 days to complete depending on the proposed project. If any public or private funds are spent or committed to a development prior to the completion of the environmental review process, the City cannot provide federal funding for the project.

No funds will be committed for activities on properties located in a *Special Flood Hazard Area (SFHA)* or *wetlands* under this request for proposals. Properties may only be located in flood zone "X", which indicates the property is not in a 100-year flood plan.

All properties must be free of contaminants/hazardous substances that pose dangers to occupants

of the property or conflict with the intended purpose of the property. Any concerns regarding contaminants may require a Phase I Environmental Site Assessment (ESA).

If CDBG funds are being proposed for acquisition activities (with or without rehabilitation), a CONDITIONAL contract to purchase before an environmental review and clearance is completed may be permitted under the following circumstances:

For existing single-family housing (1-4 units):

- Contract includes required conditional language (included below)
- No title transfer occurs before approval from the City/HUD
- Deposit is refundable if conditions are not met or does not exceed \$1000 if non-refundable

For existing multifamily housing:

- Property is not located in a Special Flood Hazard Area (SFHA)
- Contract includes required conditional language (included below)
- No title transfer occurs before approval from the City/HUD
- Deposit is refundable if conditions are not met or does not exceed 3% of purchase price if non-refundable

If conditions above are met, then the following language (or approved similar) must be included in the purchase contract:

Purchaser has applied for federal funding to assist with property purchase from the City of Pensacola. Notwithstanding any other provision of this Contract, Purchaser shall have no obligation to purchase the Property, and no transfer of title to the Purchaser may occur, unless and until the City of Pensacola has provided Purchaser and/or Seller with a written notification that: (1) it has completed a federally required environmental review and its request for release of federal funds has been approved and, subject to any other Contingencies in this Contract, (a) the purchase may proceed, or (b) the purchase may proceed only if certain conditions to address issues in the environmental review shall be satisfied before or after the purchase of the property; or (2) it has determined that the purchase is exempt from federal environmental review and a request for release of funds is not required. The City of Pensacola shall use its best efforts to conclude the environmental review of the property expeditiously.

Lead Based Paint (LBP) Requirements

Buildings built before 1978 must comply with HUD's Lead Safe Housing Rule requirements including lead screening in accordance with 24 CFR Part 35 as well as EPA's Lead Renovation, Repair, and Painting Program (RRP) Rule in accordance with 40 CFR Part 745. Depending on project type and amount of funds provided for the project, LBP testing or risk assessment may be required on the project as well as lead hazard reduction activities. Any lead hazard assessments and reduction activities must be undertaken by qualified professionals.

Projects built before 1978 meeting one of the following requirements may be exempt from the Lead Safe Hazard rule, requiring no further HUD LBP mitigation: (1) Housing EXCLUSIVELY for the elderly or persons with disabilities, with the provision that children less than six years of age WILL NOT reside in the dwelling unit; (2) An inspection performed according to HUD Standards found the property contained no lead based paint; (3) According to documented methodologies, lead-based paint has been identified and removed, and the property has achieved clearance; and/or (4) The rehabilitation will not disturb any painted surface.

Applicants must permit City staff and/or qualified professional(s) to conduct a lead hazard assessment of the property. Any deteriorated paint must be corrected using proper paint stabilization methods. Lead hazard remediation activities required under this regulation are an eligible use of available CDBG-CV funding.

For more information, see HUD's "Lead-Safe Housing Rule" site:
https://www.hud.gov/program_offices/healthy_homes/enforcement/lshr

Uniform Relocation Act

In acquisition and rehabilitation projects, applicants must comply with the Uniform Relocation Act and Real Property Acquisition Policies Act of 1970 (URA) as amended. Under this RFP, funds will only be committed for activities on vacant properties that will therefore not displace residents. It is also anticipated that any acquisition contemplated will be of a voluntary nature.

A general information notice must be provided to the seller advising of URA requirements prior to or concurrent with making a formal offer. The notice must include language advising that the Agency and City will not use eminent domain to acquire the property as well as make the owner aware of the market value of the property. This notice must be sent by certified or registered mail, return receipt requested OR hand delivered by staff with documentation of receipt by seller. If acquisition will be obtained through donation, a voluntary donation notice must also be provided to the owner. *Sample Information Notices are available upon request.* Awarded applicants must coordinate all notifications with City staff to ensure all URA requirements are met.

Davis-Bacon and Labor Standards Provisions

Residential rehabilitation proposals that will utilize \$2000 or more in CDBG funds for construction costs and containing 8 or more housing units must contain provisions requiring for payment of not less than the federal wage rates prevailing in the County in accordance with the Davis-Bacon Act and related Labor Standards Provisions. Mixed use properties utilizing \$2000 or more in CDBG funds for construction costs are covered by Davis Bacon regardless of the number of housing units. Contracts must also be subject to overtime provisions. Weekly payments are required to workers as well as submission of weekly payroll reports to the City for all contractors and subcontractors. *Current RESIDENTIAL Wage Determination is available upon request.*

If a proposed construction project will be on a property exceeding four (4) stories, the BUILDING Wage Determination must be utilized for the project and is available upon request.

Section 3

Construction projects receiving \$200,000 or more in federal funding must comply with Section 3 regulations at 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low-and very low income persons. Section 3 requirements must be included in all subcontracts and applicant will need to provide City with a detailed description of its plan to advertise job vacancies, recruiting, hiring, and training Section 3 eligible staff before contract start date.

FAQs regarding Section 3: <https://www.hud.gov/sites/documents/11SECFAQS.PDF>

Accessibility

For substantial rehabilitation projects for multifamily housing, when there are 15 or more units and where construction costs are at least 75% of the replacement cost of the completed facility, the project must meet new construction accessibility standards. The new construction standard means 5% of units must be accessible to persons with mobility impairments and an additional 2% of units must be accessible to persons with hearing or vision impairments. Projects falling below the compliance threshold should meet accessibility requirements to the greatest extent possible.

Non-Discrimination

All projects developed with CDBG funding must comply with the non-discrimination and fair housing provisions of federal and state Fair Housing and Civil Rights laws. Segregated facilities, services, or benefits and different treatment are prohibited. The applicant will not discriminate against any individual or household due to race, color, national origin, religion, gender, disability, familial status, presence of children in the household, sexual orientation, gender identity, or marital status. Reasonable accommodations should be offered to disabled persons who request accommodations due to disability at any time during the application, resident selection, and lease-up process. Any limits or preferences given to eligible households must not violate nondiscrimination requirements.

Eligible Clients

Clients served must be homeless. The following client categories are eligible under this RFP and must be certified as homeless by the agency (see 24 CFR 91.5).

- **Chronically homeless:** Individual or family who (1) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years; **AND** (2) Has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions
- **Homeless:** Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning (1) Has a primary nighttime residence that is a public or private place not meant for human habitation; **or** (2) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including

congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); **OR** (3) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

- **Imminent Risk of Homelessness:** Individual or family who will imminently lose their primary nighttime residence, provided that (1) the primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; (2) no other residence has been identified; AND (3) the individual or family lacks the resources or support networks to obtain permanent housing.
- **Homeless under other Federal statutes:** Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who: (1) Are defined as homeless under the other listed federal statutes; (2) Have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to the homeless assistance application; (3) Have experienced persistent instability as measured by 2 moves or more during the preceding 60 days; **AND** (4) Can be expected to continue in such status for an extended period of time due to special needs or barriers.
- **Households fleeing domestic violence:** Any individual or family who: (1) Is fleeing, or is attempting to flee, domestic violence; (2) Has no other residence; AND (3) Lacks the resources or support networks to obtain other permanent housing

Households defined as “At Risk of Homelessness” under 24 CFR 91.5 are not targeted under this RFP.

Income Eligibility: Project must benefit low/moderate income households, which means household income at or below 80% area median income. A minimum of 51% of the units in the property must serve clients at or below this income level, regardless of the amount of CDBG funding in the project. Current 2022 income requirements are below (effective 6/15/22). Income is calculated using the HUD requirements found at 24 CFR Part 5. Applicant must identify how it will collect the required income verifications at initial lease-up as required by CDBG.

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)	50% OF MEDIAN	80% OF MEDIAN
1	\$16,250	\$27,100	\$43,300
2	18,600	30,950	49,500
3	20,900	34,800	55,700
4	23,200	38,650	61,850
5	25,100	41,750	66,800
6	26,950	44,850	71,750
7	28,800	47,950	76,700
8	30,650	51,050	81,650

Maximum Rent Limits

Rents charged should be affordable and in line with the target population served. Under this RFP, the maximum rent that may be charged is the Fair Market Rent according to unit size as provided annually by HUD plus any utility allowance. Current 2022 Fair Market rents are provided below:

	SRO	EFFICIENCY/0 BR	1 BR	2 BR	3 BR	4BR
Fair Market Rent	\$633	\$844	\$877	\$1012	\$1424	\$1732

Source: <https://www.huduser.gov/portal/datasets/fmr.html>

Special Housing Types

- Single Room Occupancy Units: Project may contain single room occupancy (SRO) units. SRO units provide living and sleeping space for the exclusive use of the tenant but requires that the tenant shares sanitary and/or food preparation facilities with others. SRO units may not be occupied by more than one person. Rents charged for SRO units may not exceed 75% of 0BR rent limits.
- No other special housing types are contemplated under this RFP (i.e., shared housing, congregate housing).
- The City will follow guidance provided under the HUD Housing Choice Voucher Program Guidebook for Special Housing Types.

Tenant Lease

Applicant must provide an executed lease between the eligible household and the applicant agency or property owner if agency has a lease agreement with the property owner. A separate lease is required for each CDBG assisted tenant.

Marketing and Waiting Lists

Applicant must determine whether they will utilize the Continuum of Care Coordinated Entry System (CES) to accept referrals to its project or whether it will maintain a project specific waiting list. Unless there is an approved CES or alternate process in place, the Property Owner or designee shall provide for the selection of applicants from a written waiting list in the chronological order of their application, insofar as is practicable, and provide prompt written notification to any rejected applicants of the grounds for any rejection. A written tenant selection policy must be provided to the City before entering into a written agreement. Any client preferences for assistance from the homeless eligible client listing above should be included in the tenant selection policy (i.e., chronically homeless, persons with disabilities, veterans). Projects with 5 or more CDBG assisted units will provide an Affirmative Fair Housing Marketing Plan for Multifamily Housing ([HUD Form 935-2A](#)) or provide equivalent information to the City Housing Department.

The Agency or Property Manager shall maintain records of all prospective tenant applicants, including race, ethnicity and gender, reasons for denial of application, placement on a waiting list, advertising, and other relevant information. The Agency or designee must certify that it has affirmatively furthered fair housing at the time of lease up. Review of this affirmative marketing effort for rental projects will be conducted in conjunction with the Annual Compliance Review process.

Program Income

Any income produced by tenant rent will be retained by the Agency for ongoing operational/project support.

Audit Requirements

Agencies that expend a total amount of FEDERAL funds equal to or in excess of \$750,000 in a fiscal year must have a single or project specific audit for such fiscal year in accordance with 2 CFR Part 200. A single audit is an audit that includes both an agency's financial statements and its federal awards (from all applicable federal programs). A program audit is an audit of one federal program (such as CDBG). A program-specific audit is allowed when the agency expends federal awards under only one federal program. If a grantee or subrecipient expends less than \$750,000 a year in federal awards, it is exempt from the audit requirements for that year; however, records must be available for review or audit by HUD and/or the City, as appropriate.

Procurement

The Applicant shall adhere to the procurement standards provided at 2 CFR Part 200, as applicable, or the Applicant's written procurement standards provided that such standards

conform to Federal Law and the provisions of 2 CFR Part 200. This shall apply to the purchase of materials, supplies, and equipment. Any purchase or aggregate purchase of \$10,000 - \$149,999 (small purchase within the simplified acquisition threshold) will require a formal bid procedure (including advertising and sealed bids using a firm fixed price). Any purchase or aggregate purchase less than \$10,000 must comply with micro purchase procedures used for procurement. Procurement for services should include Davis Bacon, Section 3, and other associated Administrative requirements as appropriate.

The City must approve proposed contractor(s) prior to any execution of any contract for rehabilitation work to ensure contractor is cleared and eligible to perform work on Project and other HUD related requirements.

Payment Schedule/Other Operational Guidance

Payment schedules dependent on proposed project. The City will only pay for completed work. Agreements with the City are typically on a cost reimbursement basis but may be paid directly to a vendor if approved in advance. Applicant must demonstrate the financial ability to undertake the proposed project.

Applicant must demonstrate that CDBG funding will fully fund proposed project or that CDBG funding will complete gap funding needed to execute the project in its entirety. Verification of funding commitments from private/other sources to implement the project is required.

The City may obtain current appraisal of property and title report to determine that proposed acquisition costs are reasonable and that the City's interest in the project is protected. For acquisition projects, CDBG acquisition costs may not exceed the appraised value of the property. A Phase I Environmental may also be required. For projects involving rehabilitation, a capital needs assessment may be required for properties over 15 units. All construction costs must be determined to be reasonable and consistent with market costs for the area.

Compliance Monitoring

- Predevelopment. Upon funding award, City staff will meet with applicant to review all grant requirements. Applicants will report on project status quarterly, to include status of site plans, financing, permits, and other predevelopment activities.
- Development. During the development phase of the project, quarterly reports will continue to be required. Onsite inspections will be conducted prior to release of funds. Building inspection reports will be provided by Applicant or Applicant's contractor.
- Lease-Up. City Staff will meet with Applicant to ensure all tenant documentation is received as required.
- Annual Monitoring. Applicant will facilitate annual monitoring with City staff to certify ongoing eligibility of tenants served, incomes, rents, and building use.
- Record retention. Records must be maintained for six years after project completion.

Other HUD/Federal Requirements

- Community Development Block Grant Regulations at 24 CFR Part 570
- Non-Discrimination and Equal Access. No person shall be excluded, denied benefits, or subjected to discrimination in HUD housing related transactions based on race, religion, color, national origin, sex, disability, or familial status.
- Equal Opportunity Employment. All construction contracts and subcontracts over \$10,000 must include language prohibiting discrimination against any employee or application for employment because of race, color, religion, sex or national origin.
- Section 504 of the Rehabilitation Act of 1973. Section 504 prohibits discrimination based on disability and requires that everyone have equal opportunity to obtain housing assisted with federal funds.
- Women and Minority Business Enterprises (WBE/MBE). All HUD projects must track and report to the City on outreach and contracts given to women and minority owned businesses in insure their inclusion in the procurement of property and services.
- Financial Management. Requirements of 24 CFR 84 apply to Applicants and updated requirements at 2 CFR 200. Applicant agrees to comply with 2 CFR 200(E)(F) and agrees to adhere to accounting principles and procedures required, utilize adequate internal controls, and maintain necessary source documentation for costs incurred. Applicant agrees to procure all materials, property, or services in accordance with the requirements of 2 CFR 200.320-326.
- Conflict of Interest. If the Applicant or any member of a proposing agency or an employee of a proposing agency, or an immediate family member of the same is also a member of any board, commission, or City agency, that member is subject to conflict of interest provisions at 14 CFR 570. A *Conflict of Interest Disclosure form* is provided in this RFP and may be subject to review by HUD to ensure that no violation of HUD rules occurs.
- Debarred Contractors. HUD funds may not be provided to agencies or contractors, directly or indirectly, during any period of debarment, suspension, or placement of ineligibility status. Agencies and contractors will be checked against excluded parties listing on the Federal System for Award Management. A *Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters form* is provided in this RFP and must be submitted with response.
- Lobbying Activities. Applicant certifies that no Federal appropriated funds have been paid or will be paid by or on behalf of an agency, to any person for influencing or attempting to influence an officer or employee of any agency; a Member, officer, or employee of Congress; or an employee of a Member of Congress in connection with the awarding of any Federal contract or grant. An *Anti-Lobbying Certification form* is provided in in this RFP and must be submitted with response.

Building Standards

Project must comply with all applicable local and state zoning, safety codes, and building code requirements. Housing units occupied by CDBG eligible households must comply with housing quality standards as outlined in 24 CFR 982.401.

Applicant must submit a completed "Property Zoning Verification form" to the City of Pensacola Planning & Zoning Division via email to lstatler@cityofpensacola.com AND ahargett@cityofpensacola.com with the subject line "ZONING VERIFICATION REQUEST" to confirm that the proposed use of the property is consistent with all applicable zoning requirements. A copy of the form is provided in this RFP. There is no charge for this review. Questions regarding completion of the form may be directed to that office at 850-435-1670. Applicants should allow for sufficient turnaround time to receive the completed form from Planning & Zoning prior to the RFP submission deadline.

Projects that will require a change in use or occupancy, re-zoning, or significant variance requests, will not be given priority under this RFP.

Applicants should note that some renovation projects within certain historic or redevelopment districts may require Planning Board approval. Rehabilitation projects must obtain required building permits for work prior to start of construction. Applicants should familiarize themselves with building plan submittal fees and requirements. At project completion, copies of all building approvals and certificate of occupancy or certificate of completion, as applicable, must be provided to the City Housing Department.

Insurance Requirements

Before starting and until termination of work for, or on behalf of the **City**, Agency or its contractors shall procure and maintain insurance of the types and limits specified.

The term City, as used in this section, is defined to mean the City of Pensacola itself, any subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents.

Insurance shall be issued by an insurer whose business reputation, financial stability and claims payment reputation is satisfactory to the City, for the City's protection only. Unless otherwise agreed, the amounts, form and type of insurance shall conform to the following minimum requirements:

1. WORKER'S COMPENSATION

The Agency shall purchase and maintain Worker's Compensation Insurance Coverage for all Workers' Compensation obligations as legally required by State law or a valid certificate of exemption as issued by the State of Florida. Additionally, the policy, or separately obtained policy, must include Employers Liability

Coverage of at least \$100,000 each person -accident, \$100,000 each person - disease, \$500,000 aggregate - disease.

2. COMMERCIAL GENERAL, AUTOMOBILE AND UMBRELLA LIABILITY COVERAGES

The Agency shall purchase coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies filed by the Insurance Services Office. *The City shall be an Additional Insured* and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this agreement. The City shall not be considered liable for premium payment, entitled to any premium return or dividend and shall not be considered a member of any mutual or reciprocal company. Minimum limits of \$1,000,000 per occurrence, and per accident, combined single limit for liability must be provided, with umbrella insurance coverage making up any difference between the policy limits of underlying policies coverage and the total amount of coverage required.

Commercial General Liability coverage must be provided, including bodily injury and property damage liability for premises, operations, contractual, products and completed operations, and independent contractors. The coverage shall be written on occurrence-type basis.

Business Auto Policy coverage must be provided, including bodily injury and property damage arising out of operation, maintenance or use of owned, non-owned and hired automobiles and employee non-ownership use.

Umbrella Liability Insurance coverage shall not be more restrictive than the underlying insurance policy coverages. The coverage shall be written on an occurrence-type basis.

3. BUILDER'S RISK COVERAGE (For Construction Projects to be performed under Agreement)

Builder's Risk Insurance is to be purchased to cover subject Property for all risks of loss. The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the City and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

This requirement only applies for new construction or construction due to rehabilitation of an existing property.

4. CERTIFICATES OF INSURANCE

Required insurance shall be documented in the Certificates of Insurance that provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this contract shall be listed. If required by the City, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of, or relating to such policies. Certificates shall be on the

"Certificate of Insurance" form equal to, as determined by the City an ACORD 25. Any wording in a Certificate which would make notification of cancellation, adverse change or restriction in coverage to the City an option shall be deleted or crossed out by the insurance carrier or the insurance carrier's agent or employee. The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Agency shall, upon instructions of the City, cease all operations under the Agreement until directed by the City, in writing, to resume operations. The "Certificate Holder" address should read: City of Pensacola, Department of Risk Management, Post Office Box 12910, Pensacola, FL 32521. An additional copy should be sent to the Pensacola Housing Department, Attn: Meredith Reeves, Post Office Box 12910, Pensacola, FL 32521-0031.

5. INSURANCE OF THE OPERATOR PRIMARY

The Agency's required coverage shall be considered primary, and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of coverage will be considered primary as relates to all provisions of the agreement.

HOLD HARMLESS

The Agency shall indemnify and hold harmless the City of Pensacola, its officers and employees, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this contract. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAY ON BEHALF OF THE CITY

The Agency agrees to pay on behalf of the City, as well as provide a legal defense for the City, both of which will be done only if and when requested by the City, for all claims as described in the Hold Harmless paragraph. Such payment on the behalf of the City shall be in addition to any and all other legal remedies available to the City and shall not be considered to be the City's exclusive remedy.

GOVERNING LAW AND VENUE

This Agreement is governed and construed in accordance with laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of the Contract. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Performance and Payment Bonds

Agreements including repairs or renovations will require 100% Performance and Payment Bonds for 100% of the dollar value of construction contract price once Agency/Contractor is approved for award. Sample Performance and Payment Bond format provided upon request. Bonds shall list City as additional interest in addition to the awarded Not for Profit Agency. Contractor or Agency will be responsible for recording of all bonds in the public records of Escambia County, Florida.

Reservations

Income limits, rent limits, and wage determinations are current at the time of this RFP and are subject to change by HUD/Department of Labor prior to award of funds by the City. Agency is responsible for adhering to all updated limits and guidelines.

All funding proposals must comply with all rules and regulations of the HUD CDBG program and associated requirements and City criteria as established in this RFP.

The City reserves the right, at its discretion, to waive minor informalities or irregularities in any responses, request clarification/information from applicants, reject any or all proposals received in whole or in part, with or without cause, and accept any response(s), which in the City's judgment will be in the City's best interest. This funding opportunity may be amended and/or rescinded at any time prior to the final award and approval of any contract by the Pensacola City Council. Before a contract is issued, the City reserves the right to arrange an on-site visit/review and agency interview to determine applicant's ability to meet the terms and conditions of this RFP. Submission of a proposal does not guarantee funding.

Based on available funding and proposed projects, the City may award multiple contracts. The City reserves the right to establish spending guidelines for all projects and may award less than the amount requested by Applicant. If the City has committed funds to a project that is not able to proceed (i.e., Agency is unable to negotiate a sales contract with seller), the City reserves the right to redistribute funds to next eligible Applicant(s).

EVALUATION OF PROPOSALS

The following criteria will be considered when selecting a firm:

Minimum Threshold Requirements. Agency proposals must meet the following minimum eligibility criteria in order to be considered for funding:

- a. Meets CDBG National Objective (serves low/mod households)
- b. Demonstrates COVID-19 response
- c. Project located within the City of Pensacola limits
- d. Project NOT within a special flood hazard area
- e. Applicant is a non-profit

Scoring Criteria:

1. Agency Capacity/Experience (30 points)
 - a. Previous projects completed similar to proposed project (acquisition/rehab)
 - b. Experience with marketing and leasing of affordable housing
 - c. History of partnership with supportive service providers
 - d. Demonstrated experience of key personnel
 - e. Experience with administration of CDBG, federal funding, or other housing grants
2. Project Development Approach (25 points)
 - a. Reasonable funding request
 - b. Per unit subsidy request
 - c. Readiness to proceed
 - d. Ability to carry out project within a reasonable timeframe
3. Target Population/Clientele (20 points)
 - a. Project provides new units for homeless households
 - b. Expertise of agency with serving target populations
 - c. Plan in place to collect required grant demographic reporting requirements, including HMIS use
 - d. Ability to document income status of clients
4. Financial Viability (25 points)
 - a. Overall financial condition of agency
 - b. Availability of outside funding to complete project (if required)
 - c. Project is reasonable in regards to proposed costs and sources and uses
 - d. Sustainable operating and maintenance plan in place
5. Certification as or partnership with a Small, Minority, or Woman-owned Business Enterprise (3 Points)
6. Certification as or partnership with a City-eligible Veteran Business Enterprise Firm (2 Points)

Total Points: 105 Points

A selection committee will rank the submittals using the attached evaluation sheet for the written submittals. In the event of a tie, the Agency with the most total points from “Agency Capacity/Experience” section will be awarded bid. If a tie still remains, the Agency with the most total points from “Project Development Approach” will be awarded bid.

If funding remains after award to top Agency proposal, the balance of funding, will be offered to next highest-ranking Agency up to the amount requested by Agency. Agency may accept funding or decline if funding will not meet needs to move forward. If Agency declines, the funding balance will be offered to the next highest Agency proposer.

RFP NO. 22-051
APPLICATION PROPOSAL

This application must be included in submittal. Separate page(s) may be utilized if needed. Do not leave any items blank; mark “not applicable” as appropriate. Should more space be required, write “see attached” in blank and provide information on a separate sheet(s) as needed.

1. APPLICANT INFORMATION:

Agency:			
Agency Type:	<input type="checkbox"/> Not for Profit <i>(Only Not for Profits eligible to apply)</i>		
CEO/President:			
Federal EIN:			
DUNS Number:			
Address:			
City:		Zip:	
Phone:		Fax:	
Email:			
CERTIFICATION CONTACT INFORMATION:			
Contact Name:			
Title:			
Email:		Phone:	

2. PROJECT SUMMARY & ELIGIBILITY:

Project Title:	
Project Address: (within City limits)	
Parcel Ref. Number:	
Project Type:	<input type="checkbox"/> Acquisition ONLY <input type="checkbox"/> Rehabilitation ONLY <input type="checkbox"/> Acquisition and Rehabilitation
Project Description: Provide a brief description of the proposed project, including clients to be served. Detail how project will provide new or expanded homeless housing units to the community and serve low/moderate income households.	

Project Purpose: Describe how the proposed project meets the objective of preparing, preventing, and/or responding to the COVID-19 pandemic.			
Total CDBG-CV Funding Requested:		Total Projected Cost to Complete Project:	

3. AGENCY CAPACITY AND EXPERIENCE (30 POINTS)

Date Incorporated:			
# of Paid Staff:		# of Volunteers:	
Describe Agency Experience with Acquisition and/or Rehabilitation of Properties similar to proposed project. List projects of similar size/type that your agency has completed.			
Provide information on qualifications of key personnel to be responsible for project development.			
Describe Agency Experience with rental property management, including marketing, lease-up, and record-keeping. Include information on qualifications of key personnel to be responsible for property management and compliance. If outside property management firm will be used, list name of property management firm and the properties managed in Escambia or Santa Rosa counties			

Describe Agency Experience with working with CDBG, other federal funding, and/or local housing grant funding. Mark "Not Applicable" if no experience.
Describe history of providing supportive service to target populations, including partnerships with other homeless or social service providers.
Detail if your Agency will require partnering with an outside agency to complete development of the Project. Describe roles of each Agency/Partner(s).
Provide listing of properties by address developed or owned by your agency in Escambia or Santa Rosa counties. If none, state "Not Applicable." (Note: If your agency serves Domestic Violence HHs, please provide ZIP code ONLY in lieu of address)

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4. PROJECT DEVELOPMENT APPROACH (25 POINTS)

Development Type:	<input type="checkbox"/> Single Family Residence <input type="checkbox"/> Townhome <input type="checkbox"/> Duplex <input type="checkbox"/> Multi-family <input type="checkbox"/> Other: Specify: _____		
Year Built:		Zoning (if known):	
Is project located in a FEMA Special Flood Hazard Area (projects located in FEMA SFHA <i>not eligible</i>)?			
Is property currently vacant (vacant land/building)?			
*If NO, what is plan to address existing occupants (i.e., repairs should not displace existing tenants, current occupant is owner that is willing to sell and move, etc)? 			
Is your Agency currently the owner of the Property?			
*If NO, list name of current property owner:			
Detail current ownership status: <i>NOTE: Any changes in ownership status after submission of this RFP may jeopardize ability of City to award HUD funding.</i>			
<input type="checkbox"/> Applicant is current owner of the property as evidenced by a deed or certificate of title <input type="checkbox"/> Applicant currently has a contract to purchase the property in accordance with the conditional contract requirements as outlined in this proposal <input type="checkbox"/> Applicant currently has a long term lease agreement with owner effective for 15 years minimum. <input type="checkbox"/> A property has been identified to be purchased, but no sales contract has been fully executed <input type="checkbox"/> A property has been identified to be used in a long term lease agreement, but no contract/lease has been fully executed <input type="checkbox"/> A specific property has yet to be identified			
Does a current appraisal exist of the property?			
If project will include rehab, has a property inspection report or condition needs assessment been completed on the property? If no rehabilitation proposed, mark "N/A"			
Has the property been designated or determined to be potentially eligible for designation as a local, state, or national historic site OR is property located in a City Historic District?			
*If YES, please detail:			

To your knowledge, if property was built BEFORE 1978, does the property contain lead-based paint (LBP) or exhibit any peeling/deteriorated paint surfaces? If built AFTER 1978, put "N/A"	
*Please detail any LBP hazard risk assessment risk reports issued or known LBP remediation (if applicable):	
To your knowledge, does the property exhibit any hazardous conditions (i.e., asbestos, close proximity to explosive/flammable hazards, etc)?	
*If YES, please detail:	
Is the property currently zoned for the proposed use?	
*If NO, please detail activities undertaken to date and proposed timetable to modify zoning or obtain a variance:	
To your knowledge, does the property have sewer, water, power, and other infrastructure currently available?	
*If NO, please detail:	
To your knowledge, does the property currently meet building code and other safety standards?	
*If NO, please detail how Applicant will address deficiencies using CDBG or other funding:	
Anticipated Start Date:	Anticipated Completion Date:
Detail proposed project timeline after award of CDBG funds by City:	

5. TARGET POPULATIONS/CLIENTELE (20 POINTS)

Describe Agency Experience with serving homeless population. Include information on qualifications of key personnel responsible for client engagement.

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Target Populations (if applicable):	<input type="checkbox"/> Chronic Homeless <input type="checkbox"/> Persons who are survivors of Domestic Violence <input type="checkbox"/> Persons living with HIV/AIDS <input type="checkbox"/> Persons who are formerly incarcerated <input type="checkbox"/> Unaccompanied Youth <input type="checkbox"/> Veterans <input type="checkbox"/> Disabled <input type="checkbox"/> Other: List _____ <input type="checkbox"/> None of the above
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Provide a narrative regarding your planned approach to marketing and intake of eligible households. Detail how you plan to accept applications for housing and how you will document income eligibility status, homeless eligibility, and demographic data as required by HUD funding.

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Provide a description of any supportive services to be provided at site. If none, write "N/A."

--

Describe how this project will provide new units or enhance existing units for homeless households.

--

Does your agency currently work with HMIS through Opening Doors?			
*If NO, will your agency use HMIS to report demographic requirements during the compliance period?			
Will your Project provide BEDS (equivalent to Individuals served) or UNITS (equivalent to Households)?			
Total # of Units/Beds:		Total # of Proposed CDBG Set Aside Units:	
Project Type:	<input type="checkbox"/> Transitional Housing (temporary housing with supportive services up to 24 months) <input type="checkbox"/> Permanent Supportive Housing (long-term housing with supportive services for homeless persons with disabilities) <input type="checkbox"/> Other Permanent Housing (other long term housing not specified above)		

PROPOSED DEVELOPMENT BREAKDOWN BY UNIT. Please show the number of units for each income category.

BR SIZE→	SRO	Efficiency/0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)					
31-50% AMI					
61-80% AMI					
81% or over*					
TOTALS:					

TOTAL UNITS: _____

**A minimum of 51% of total units must be occupied by low/moderate income households (at or below 80% AMI)*

PROPOSED RENTS. Please show the proposed rents by bedroom size and income levels.

BR SIZE→	SRO	Efficiency/0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom
↓INCOME LEVEL					
0-30% Area Median Income (AMI)					
31-50% AMI					

61-80% AMI					
81% or over*					

6. FINANCIAL VIABILITY (25 POINTS)

Does your Agency have a current financial audit available?		
Will additional funding be required to complete project?		
*If YES , please complete the OUTSIDE FUNDING section below:		
OUTSIDE FUNDING INFO	Outside Funding Source (name of bank, agency, etc):	
	Outside Funding Amount Requested:	
	Is this Outside Funding Committed?	
	Additional Notes regarding Outside Funding (i.e., loan terms, other restrictions)	
How do you plan to fund ongoing operations (utilities, insurance, etc) and long-term maintenance costs associated with this project? If proposed rents are not sufficient to cover debt service and operational costs, how will funding be addressed to cover shortfalls?		
Please complete PROPOSED PROJECT PROFORMA .		
NOTE: This Proforma is a template; not every category listed may be applicable to proposed project. Project costs under CDBG program must be directly attributable to project and must be reasonable. <i>An Excel version of the info below is available upon request.</i>		

	CDBG	OTHER FINANCING	APPLICANT EQUITY	TOTAL USES/COST
Property acquisition	\$ -	\$ -	\$ -	\$ -
Site preparation	\$ -	\$ -	\$ -	\$ -
Lead Based Paint Remediation	\$ -	\$ -	\$ -	\$ -
Building Rehabilitation	\$ -	\$ -	\$ -	\$ -
Architect/Engineer/Other Professional fees	\$ -	\$ -	\$ -	\$ -
Utility Service Connection Fees	\$ -	\$ -	\$ -	\$ -
Construction inspectors/mgmt	\$ -	\$ -	\$ -	\$ -
Building Permits	\$ -	\$ -	\$ -	\$ -
Construction Financing Fees	\$ -	\$ -	\$ -	\$ -
Legal/Accounting Fees	\$ -	\$ -	\$ -	\$ -
Title/Closing Costs	\$ -	\$ -	\$ -	\$ -
Appraisal	\$ -	\$ -	\$ -	\$ -
Environmental Assessment	\$ -	\$ -	\$ -	\$ -
Insurance/Bonding	\$ -	\$ -	\$ -	\$ -
Consulting fees	\$ -	\$ -	\$ -	\$ -
Marketing costs	\$ -	\$ -	\$ -	\$ -
Other: (list)	\$ -	\$ -	\$ -	\$ -
Other: (list)	\$ -	\$ -	\$ -	\$ -
SUBTOTAL	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -
Developer's Fee	\$ -	\$ -	\$ -	\$ -
Other: (list)	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ -	\$ -	\$ -	\$ -
				total project cost

Cost per Unit (Total Project Cost ÷ # of Units in Project):	\$
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The following attached forms must be completed and returned with your RFP:

- Application Document
- Signature Page
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

- Veteran Business Enterprise Statement
- Minority and Woman Owned Business Enterprise Statement
- Small Business Enterprise Statement
- Drug Free Workplace Certificate
- Property Zoning Verification Form (completed by Planning & Zoning Department)
- Conflict of Interest Disclosure
- Anti-Lobbying Certification

Additional Materials REQUIRED with Submission:

Proof of Non-Profit Status (501(c)3 Letter from IRS)
Most Current Audited Financials
Current Sunbiz.org registration/Florida Division of Corporations
Proof of outside funding commitments (if applicable)

OPTIONAL Submission Materials:

Appraisal
Repair Cost Estimates
Property Inspection Report or Condition Needs Assessment
LBP Hazards Assessment
Environmental Assessment

RFP NO. 22-051

**COMMUNITY DEVELOPMENT BLOCK GRANT-CV
HOMELESS HOUSING ACQUISITION/REHABILITATION PROJECT**

SIGNATURE PAGE

The undersigned, as bidder, does declare that no other persons other than the proposer herein named has any interest in this proposal or in the contract to be taken, and that it is made without any connection with any other person or persons making a proposal for the same articles, and it is in all respects fair and without collusion or fraud. The undersigned further declares that he has carefully examined the specifications and is thoroughly familiar with their provisions and penalties. **The proposer proposes and agrees if this proposal is accepted, to contract with the City of Pensacola, Florida, in the form of contract specified, to furnish all the material, equipment, machinery, tools, apparatus, labor, and means of transportation necessary to provide the services as required in the bid specifications.**

Legal Name of Firm: _____

Signature: _____

Name (type/print): _____

Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax No.: _____ Date: _____

Email Address: _____

THIS FORM MUST BE SUBMITTED WITH RESPONSE.

**52.209-5 FAR Certification Regarding Debarment, Suspension,
Proposed Debarment, and Other Responsibility Matters**

1. The Submitter certifies, to the best of its knowledge and belief, that the Submitter and/or any of its Principals:
 - A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
 - B. Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
 - C. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph 1-B of this provision.
2. The Submitter has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
 - A. "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- B. The Submitter shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Submitter learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- C. A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Submitter's responsibility. Failure of the Submitter to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Submitter nonresponsive.
- D. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Submitter is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- E. The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Submitter knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Company Name: _____ Date: _____

Authorized
Signature: _____ Printed Name: _____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

52.209-6 FAR Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment

1. The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
2. The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
3. A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:
 - A. The name of the subcontractor.
 - B. The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
 - C. The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
 - D. The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

Company Name

Authorized Signature

Printed Name

Date

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

VETERAN BUSINESS ENTERPRISE STATEMENT

In order to foster economic development and business opportunities for service- disabled veterans and wartime veterans who have made extraordinary sacrifices on behalf of the nation, the City of Pensacola has adopted a Veteran Business Enterprise (“VBE”) Preference. For further information regarding this program, please refer to Section 3-3-12 AND 3-3-13 of the Code of the City of Pensacola.

In order for a respondent to receive credit for being VBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia or Santa Rosa County and be certified as a veteran business enterprise by the State of Florida Department of Management Services (“DMS”) as set forth in Section 295.187 of the Florida Statutes as of the date set for submittal of bids. For purposes of the City’s VBE Program, the respondent’s principal place of business must be within Escambia County, FL, or Santa Rosa County, FL.

There shall be no third-party beneficiaries of the Veteran Business Enterprise Preference provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Veteran Business Enterprise Preference Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

If the Respondent is a qualifying VBE, please complete the boxes below:
If not, please mark N/A.

Respondent’s Name:	Respondent’s Principle Place of Business	Florida Certification Number as issued by State of Florida DMS:

THIS FORM MUST BE SUBMITTED WITH RESPONSE.

MINORITY AND WOMEN BUSINESS ENTERPRISE STATEMENT
(RFP OR RFQ)

The City has implemented a Minority/Women Business Enterprise (MWBE) program to assist certified minority- and women-owned businesses with identifying and participating in City of Pensacola procurement and construction opportunities as set in the Code of the City of Pensacola, Ordinance No. 4-15.

In order for a respondent to receive credit for being a MWBE vendor, it must perform useful business functions on the contract, have its principal place of business in Escambia, Santa Rosa, Okaloosa, Walton County in Florida or Mobile, Alabama, and have received a certification letter issued from the City of Pensacola.

There shall be no third-party beneficiaries of the Minority and Women Business Enterprise provisions of this solicitation or resulting contract. The City of Pensacola shall have the exclusive means of enforcement of the Minority and Women Business Enterprise Ordinance and any contract terms. The City of Pensacola is the sole judge of compliance. All solicitations and submittals awarded will be evaluated in accordance with the Code of the City of Pensacola.

Respondent's Name:	Respondent's Principal Place of Business

If your firm is partnering with or subcontracting with a certified M/WBE, please provide the information requested below.

NAME OF M/WBE FIRM	PARTNER OR SUBCONTRACTOR	% OF CONTRACT PERFORMANCE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

CITY OF PENSACOLA
SMALL BUSINESS ENTERPRISE STATEMENT

The Pensacola City Council adopted a Small Business Enterprise Ordinance #61-89. This ordinance encourages participation of small business in the City procurement process. Participation goals will be provided on a project-by-project basis, based on the availability of certified small businesses.

A Small Business is defined as an independently owned and operated business employing 50 or fewer permanent full-time employees and having a net worth of not more than \$1 million. The business must be located in Escambia or Santa Rosa County.

You must provide the following information sought in the accompanying forms for your submittal to be considered responsive:

RFQs **with** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire, Sub-contractor Solicitation, SBE Intent to Perform as a Sub-contractor and SBE Participation forms.

RFQs **without** a specified Small Business Enterprise (SBE) goal will include a Bidder Questionnaire form only.

BIDDER QUESTIONNAIRE

Name of Business _____

Address _____

Owner's Name _____ Phone _____

If your company has been awarded a bid by the City of Pensacola as a prime or sub-contractor in the past five years, please list those projects.

<u>PROJECT NAME</u>	<u>YEAR</u>	<u>DOLLAR AMOUNT</u>	<u>PRIME OR SUB.</u>
1. _____			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS - Pursuant to Section 287.087, Florida Statutes, preference shall be given to business with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

Signature

Printed Name

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

THIS FORM MUST BE INCLUDED
IN SUBMITTAL



City of Pensacola

Community Development Department

PROPERTY ZONING VERIFICATION FORM

REQUESTOR'S INFORMATION	NAME:		DATE:
	PHONE:	FAX:	
	Property Reference # can be obtained from the Property Appraiser's Office 434-2735 or www.escpa.org		
	PROPERTY ADDRESS:		
	PARCEL REFERENCE #:		
	This verification relates to zoning for the specified property and is provided for information purposes only. Additional land use regulations may apply which are not referenced on this form. The information on this form should not be considered sufficient to cover all restrictions; and existing land use regulations are subject to change. Refer to the City of Pensacola Land Development Code for additional information.		
	REQUESTOR'S SIGNATURE (disclaimer verification):		

OFFICE USE ONLY	ZONING DISTRICT:	
	FUTURE LAND USE CATEGORY:	
	LOCATED WITHIN PNS NOISE ZONE: YES <input type="checkbox"/> NO <input type="checkbox"/>	
	IF YES: ZONE A <input type="checkbox"/> ZONE B <input type="checkbox"/> ZONE C <input type="checkbox"/>	
	COMMENTS:	
VERIFIED BY:	DATE:	

CONFLICT OF INTEREST DISCLOSURE FORM

The purpose of this document is to assist in the determination of whether additional restrictions, oversight, or other conditions might be advisable prior to execution of any agreement or providing funding assistance. The term "Conflict of Interest" refers to situations in which financial or other personal considerations may compromise or have the appearance of compromising professional judgment in following the rules and regulations of the program.

Are any Board Members, employees, or members of their immediate families or their business Associates within your agency:

- a) Members of or closely related to members of the City of Pensacola City Council: YES NO
- b) Current beneficiaries of the program for which funds are requested: YES NO
- c) Paid providers of goods or services to the program or having other financial interest in the program: YES NO
- d) Creditors (i.e. persons who made loans to agency or provided loan collateral): YES NO
- e) An employee of or closely related to an employee at the City of Pensacola? YES NO

* If you have answered YES to any question, **please provide an explanation below.** The existence of a potential conflict of interest does not necessarily make your agency ineligible for funding, but the existence of an **undisclosed** conflict may result in the termination of any grant awarded.

Explanation:

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	Date:
Agency Name:	
Agency Address:	

THIS FORM MUST BE INCLUDED IN SUBMITTAL

**ANTI-LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Name and Title of Authorized Representative (Please Print or Type):	
Signature:	Date:

THIS FORM MUST BE INCLUDED IN SUBMITTAL.

RFP NO. 22-051

WRITTEN SUBMITTALS
EVALUATION SHEET

Name of Firm(s): _____

Reviewer: _____

Minimum Threshold Requirements. Agency proposals must meet the following minimum eligibility criteria in order to be considered for funding:

- a. Meets CDBG National Objective (serves low/mod households)
- b. Demonstrates COVID-19 response
- c. Project located within the City of Pensacola limits
- d. Project NOT within a special flood hazard area
- e. Applicant is a non-profit

- 1. Agency Capacity/Experience (30 points)
 - a. Previous projects completed similar to proposed project (acquisition/rehab)
 - b. Experience with marketing and leasing of affordable housing
 - c. History of partnership with supportive service providers
 - d. Demonstrated experience of key personnel
 - e. Experience with administration of CDBG, federal funding, or other housing grants

- 2. Project Development Approach (25 points)
 - a. Reasonable funding request
 - b. Per unit subsidy request
 - c. Readiness to proceed
 - d. Ability to carry out project within a reasonable timeframe

- 3. Target Population/Cientele (20 points)
 - a. Project provides new units for homeless households
 - b. Expertise of agency with serving target populations
 - c. Plan in place to collect required grant demographic reporting requirements, including HMIS use
 - d. Ability to document income status of clients

- 4. Financial Viability (25 points)
 - a. Overall financial condition of agency
 - b. Availability of outside funding to complete project (if required)
 - c. Project is reasonable in regards to proposed costs and sources and uses
 - d. Sustainable operating and maintenance plan in place

- 5. Certification as or partnership with a Small, Minority, or Woman-owned Business Enterprise (3 Points)

- 6. Certification as or partnership with a City-eligible Veteran Business Enterprise Firm (2 Points)

TOTAL POINTS _____

Notes:
