



Amendment No. 2

To

Contract No. NA 160000182

For

INCOME ELIGIBILITY AND RENTAL RATE VERIFICATION SERVICES

Between

**BLUEPRINT HOUSING SOLUTIONS, INC. (CONTRACTOR)**

and the

**CITY OF AUSTIN**

- 1.0 The City of Austin and the Contractor hereby agree to the contract revisions listed below.
- 2.0 There are no renewal options left. The total Agreement amount is recapped below:

<b>Term</b>	<b>Agreement Change Amount</b>	<b>Total Agreement Amount</b>
Initial Term: 09/19/2016 through 09/18/2017	n/a	\$ 56,550.00
Amendment No. 1: Renewal Option 1 09/19/2017 through 09/18/2018	\$ 58,000.00	\$ 114,550.00
<b>Amendment No. 2: Renewal Option 2</b> <b>09/19/2018 through 09/18/2019</b>	<b>\$ 0.00</b>	<b>\$ 114,550.00</b>

- 3.0 MBE/WBE goals were not established for this Contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the Exclusion records found at SAM.gov, the State of Texas, or the City of Austin.
- 5.0 All other contract terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

**CONTRACTOR**

**CITY OF AUSTIN**

Signature: 

MICHAEL GERBER, PRESIDENT  
BLUEPRINT HOUSING SOLUTIONS, INC.

Signature: 

CITY OF AUSTIN

Date: 8/15/18

Date: 9/7/18



**AMENDMENT NO. 1**  
 to  
**CONTRACT NO. NA160000182**  
 for  
**INCOME ELIGIBILITY AND RENTAL RATE VERIFICATION SERVICES**  
 between  
**BLUEPRINT HOUSING SOLUTIONS, INC. (CONTRACTOR)**  
 and the  
**CITY OF AUSTIN ON BEHALF OF THE**  
**AUSTIN HOUSING FINANCE CORPORATION (OWNER)**

- 1.0 The Austin Housing Finance Corporation and the Contractor hereby agree to the contract revisions listed below.
- 2.0 This extension is for time only. The contract amount remains the same. There is one renewal option left. The total Agreement amount is recapped below:

Term	Agreement Change Amount	Total Agreement Amount
Basic Term: 09/19/2016 through 09/18/2017	n/a	\$ 56,550.00
Amendment No. 1: Renewal Option No. 1 (09/19/2017 through 09/18/2018)	\$ 58,000.00	\$ 114,550.00

3.0 **DELETE AND REPLACE:**  
 SECTION I. GRANT OF AUTHORITY, SERVICES AND DUTIES  
 Paragraph 1.4 Designation of Key Personnel

The Consultant's Contract Manager for this engagement shall be Sarah Snow, Phone: 512-767-7727 Email: [info@blueprinthousing.org](mailto:info@blueprinthousing.org) The AHFC's Program Consultant for the engagement shall be Chase Clements, Phone 512-974-3148 Email: [Chase.Clements@austintexas.gov](mailto:Chase.Clements@austintexas.gov) AHFC and the Consultant resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Consultant to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Consultant will promptly notify the AHFC representative and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

4.0 **DELETE AND REPLACE:**  
 SECTION 3. COMPENSATION  
 Paragraph 3.3.1

Invoices shall contain a unique invoice number, the purchase order or delivery order number and the Request for Qualifications number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized. The Consultant's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Consultant's registration with the City of Austin. Invoices received without all required information cannot be processed and will be returned to the Consultant. Invoices shall be mailed to the below address:

	Austin Housing Finance Corporation
Attention:	Chase Clements
Address:	1000 E. 11 <sup>th</sup> Street, Suite 200
City, State, Zip Code	Austin, TX 78702

5.0 MBE/WBE goals were not established for this Contract.

6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

  
\_\_\_\_\_  
Signature

8/23/17  
Date

  
\_\_\_\_\_  
Signature

8/23/17  
Date

Michael Gerber, President & CEO  
Authorized Representative

Blueprint Housing Solutions, Inc.  
1124 South IH-35  
Austin, Texas 78704

Rosie Truelove, Treasurer  
Authorized Representative

Austin Housing Finance  
Corporation  
1000 East 11<sup>th</sup> Street, Ste. 200  
Austin, Texas 78702

**CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
Blueprint Housing Solutions  
For  
Income Eligibility and Rental Rate Verification Services  
Contract Number: NA16000182**

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Blueprint Housing Solutions ("Contractor"), having offices at 1124 South I.H. 35, Austin, Texas 78704.

**SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES**

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Veronica Macon, Phone: (512)767-7820, Email Address: veronicam@blueprinthousing.org. The City's Contract Manager for the engagement shall be Susan Kinel, Phone: (512) 974-3122, Email Address: Susan.Kinel@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

**SECTION 2. SCOPE OF WORK**

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2.2 **Tasks.** In order to accomplish the work described herein, the Contractor shall perform the tasks as described in the Contract Scope of Work attached hereto as Exhibit A.

**SECTION 3. COMPENSATION**

3.1 **Contract Amount.** The Contractor will be paid as indicated in Exhibit B-Revised Bid Sheet upon the successful completion of the Contract Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$56,550 for all fees and expenses for the initial contract term and \$58,000 for each of the two (2) twelve (12) month extension options.

3.2 **Economic Price Adjustment.**

3.2.1. **Price Adjustments.** Prices shown in this Contract shall remain firm and fixed for the first twelve (12) month period of the Contract with progressive payments as mutually determined appropriate. Thereafter, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the Contract be automatically adjusted as a result of

the change in one or more line item made pursuant to this provision. Prices for product or services unaffected by verifiable cost trends shall not be subject to adjustment.

3.2.2 **Effective Date.** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

3.2.3 **Adjustments.** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

3.2.4 The City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

3.3 **Invoices.**

3.3.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Neighborhood Housing & Community Development
Attn:	John Hilbun
Address	P.O. Box 1088
City, State, Zip Code	Austin, Texas 78767

3.3.2 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.3.3 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.4 **Payment.**

3.4.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.4.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.4.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

- 3.4.3.1 delivery of defective or non-conforming deliverables by the Contractor;
- 3.4.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
- 3.4.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
- 3.4.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.4.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.4.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.4.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.4.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.4.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.5 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

3.6.1.3

#### **SECTION 4. TERM AND TERMINATION**

4.1 **Term of Contract.** The Contract shall be in effect for an initial term of twelve (12) months and may be extended thereafter for up to two (2) additional twelve (12) month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.1.2 This is a twelve (12) month Contract. Prices are firm for the first twelve (12) months.

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

**4.4 Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

**4.5 Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

**4.6 Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

## **SECTION 5. OTHER DELIVERABLES**

**5.1 Insurance:** The following insurance requirements apply.

### **5.1.1 General Requirements.**

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin  
Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

## 5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit C. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of

the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

#### 5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.6 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

### **SECTION 6. WARRANTIES**

#### 6.1 **Warranty – Price.**

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30)

calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

## SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### 7.2 **Workforce.**

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.4.1 disposal of major assets;

7.4.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.4.3 any significant termination or addition of provider contracts;

7.4.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.4.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.4.6 reorganization, reduction and/or relocation in key personnel;

7.4.7 known or anticipated sale, merger, or acquisition;

7.4.8 known, planned or anticipated stock sales;

7.4.9 any litigation against the Contractor; or

7.4.10 significant change in market share or product focus.

## 7.5 **Right To Audit.**

7.5.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.5.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

## 7.7 **Indemnity.**

### 7.7.1 Definitions:

7.7.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.7.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

**7.7.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**7.8 Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

**7.9 Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Blueprint Housing Solutions

ATTN: Veronica Macon, Contract Manager

1124 South I.H. 35

Austin, Texas 78704

**7.10 Confidentiality.** In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

**7.11 Advertising.** The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

**7.12 No Contingent Fees.** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 **Dispute Resolution.**

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

#### 7.21 **Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.**

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

#### 7.22 **Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents. Section 0100, Standard Purchase Definitions,** is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:  
[https://assets.austintexas.gov/purchase/downloads/standard\\_purchase\\_definitions.pdf](https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf)

7.29 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

- 7.29.1 any exceptions to the Offer accepted in writing by the City;
- 7.29.2 the Supplemental Purchase Terms and Conditions;
- 7.29.3 the Standard Purchase Terms and Conditions;
- 7.29.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

BLUEPRINT HOUSING SOLUTIONS  
By:   
Signature  
Name: Michael Gerber  
Printed Name  
Title: President and CEO  
Date: 9.14.16

CITY OF AUSTIN  
By:   
Signature  
Name: Monica McClure  
Printed Name  
Title: Corporate Contract Administrator  
Date: September 19, 2016

## List of Exhibits

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Exhibit A	Contract Scope of Work
Exhibit B	Revised Bid Sheet
Exhibit C	Non-Discrimination Certification
Exhibit D	Non-Suspension or Debarment Certification

# EXHIBIT A

## Contract Scope of Work

CITY OF AUSTIN  
SCOPE OF WORK  
INCOME ELIGIBILITY AND RENTAL RATE VERIFICATION SERVICES  
SOLICITATION NO.: RFP MLM0302

### 1. Purpose

The City of Austin's Neighborhood Housing & Community Development (NHCD) office seeks proposals to establish a contract with a qualified Vendor (Contractor) to provide monitoring services for income eligibility and rental rate verifications. The Contractor shall conduct verification reviews on resident income eligibility and rental rates for the affordable rental housing developed via certain "Developer Incentive" ordinances adopted in the City of Austin's Land Development Code. These Developer Incentive initiatives require developers to set aside a percentage of affordable housing in new market-rate housing developments in exchange for design element waivers and fee waivers. The Contractor for this contract shall conduct resident income eligibility verifications and rental rate reviews for these affordable rental housing units to ensure compliance with the City ordinances and guidelines adopted by NHCD.

### 2. Background

NHCD is responsible for monitoring activities in support of certain Developer Incentive ordinances in the City's Land Development Code that contain an affordable rental housing component. NHCD seeks to streamline the process to provide added efficiency. Affordable rental housing units that are developed from the Developer Incentive initiatives are subject to both income and rental rate restrictions. During the first year of habitation, 100% of affordable rental units are to be monitored for income eligibility and appropriate rental rates. Each year after, a representative sample of units (up to 30%) must be verified.

### 3. Tasks/Requirements

#### 3.1. Minimum Qualifications & Experience

- 3.1.1. The Contractor shall have at least three (3) years' experience in the affordable rental housing industry.
- 3.1.2. The Contractor providing shall be a registered City vendor by the time the contract is awarded. Contractors can register at the following website:  
[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- 3.1.3. The Contractor shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to NHCD. The City estimates a minimum of two (2) staff members to be adequate.

#### 3.2. Contractor's Responsibilities.

- 3.2.1. The Contractor shall conduct resident income eligibility and rental rate verification based upon documentation provided by project staff according to ordinance requirements and procedures developed by NHCD.
- 3.2.2. The Contractor shall conduct resident income eligibility and rental rate verifications within five (5) business days after a request is made, or a time that is mutually agreed upon between the Contractor and the City.
- 3.2.3. The Contractor shall provide NHCD-approved write-up and additional requested reporting for all income verifications performed. Contractor shall determine if the unit is compliant or non-compliant. If unit is non-compliant, Contractor shall note the issue as a finding, concern, or recommendation with detail to support the determination.
- 3.2.4. The Contractor shall provide NHCD a monitoring packet and all original documentation to Agency staff for filing and database update. Monitoring Packet shall include forms supplied by NHCD, forms prepared internally by Contractor and any backup documentation prepared by Contractor.

3.2.5. The Contractor shall provide all labor, material and necessary equipment for the completion of required work.

3.3. NHCD's Responsibilities

3.3.1. NHCD will coordinate all work scheduling with the Contractors.

3.3.2. NHCD will review and approve all work and documentation.

4. Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/Acceptance Criteria	Contract Reference/Section
Income and rental rate Verifications	In support of developer incentive initiatives	As assigned, up to 700 units per year	compliant, non-compliant, finding, concern, recommendation	3.2
Produce Write-up, Reporting & Documentation	Results documentation and correction	For each unit assigned	compliant, non-compliant, finding, concern, recommendation	3.2

# EXHIBIT B

## Revised Bid Sheet RFP MLM0302

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

**Bidder Requirements:** Your bid shall include complete item as described including all travel, materials, personnel costs, and appurtenances. Please quote firm Not to Exceed price.

The quantities listed are estimates. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Cost per unit for income and rental rate verification	650	EACH	\$87.00	\$56,550.00
					\$56,550.00

**EXHIBIT C**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin  
Minimum Standard Non-Discrimination in Employment Policy:**

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

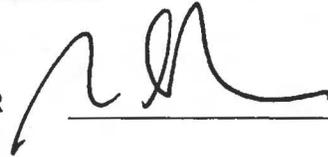
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 13<sup>th</sup> day of September, 2016

CONTRACTOR  
Authorized  
Signature



Title

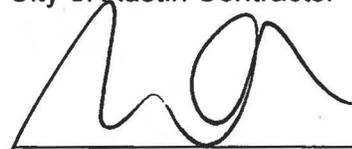
President and CEO

## EXHIBIT D

### Non-Suspension or Debarment Certification

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State or City of Austin Contracts.



Signature of Officer or Authorized Rep. & Date

Printed Name: *Michael Gerber*

Title: *President and CEO*

Blueprint Housing Solutions



**CITY OF AUSTIN, TEXAS**  
**Purchasing Office**  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP MLM0302

**COMMODITY/SERVICE DESCRIPTION:** Income Eligibility and Rental Rate Verification Services

**DATE ISSUED:** 05/23/2016

**REQUISITION NO.:** RQM16050500434

**COMMODITY CODE:** 91863

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:**

**PROPOSAL DUE PRIOR TO:** June 9, 2016

**PROPOSAL CLOSING TIME AND DATE:** June 9, 2016 at 2:00 PM

Monica McClure  
Corporate Contract Administrator

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
 RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 974-1714  
**E-Mail:** [Monica.McClure@austintexas.gov](mailto:Monica.McClure@austintexas.gov)

**LIVE SOLICITATION CLOSING ONLINE:** For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #MLM0302	Purchasing Office-Response Enclosed for Solicitation # RFP MLM0302
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.**

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 4 ELECTRONIC COPY OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

<b>SECTION NO.</b>	<b>TITLE</b>	<b>PAGES</b>
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_

Printed Name of Officer or Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to [monica.mcclure@austintexas.gov](mailto:monica.mcclure@austintexas.gov), or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

(2) The policy shall also include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:

- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
- (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to two (2) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. POST AWARD:**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the Contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor, or the Contractor's Subcontractor, shall furnish all reasonable assistance to the City to facilitate the site visit at no additional charge.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to [susan.kinel@austintexas.gov](mailto:susan.kinel@austintexas.gov) or mailed to the below address:

	City of Austin
Department	Neighborhood Housing and Community Development
Attn:	Susan Kinel
Address	1000 E. 11 <sup>th</sup> Street, Suite 200
City, State Zip Code	Austin, TX 78702

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Susan Kinel

---

Phone: (512) 974-3122

---

Email: Susan.Kinel@austintexas.gov

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**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**

Responding Company Name \_\_\_\_\_

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Project Name \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

2. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Project Name \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

3. Company's Name \_\_\_\_\_  
Name and Title of Contact \_\_\_\_\_  
Project Name \_\_\_\_\_  
Present Address \_\_\_\_\_  
City, State, Zip Code \_\_\_\_\_  
Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_  
Email Address \_\_\_\_\_

**Section 0835: Non-Resident Bidder Provisions**

Company Name \_\_\_\_\_

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: \_\_\_\_\_

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	RFP MLM0302
PROJECT NAME:	Income Eligibility and Rental Rate Verification Services

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

**No** \_\_\_\_\_ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

**Yes** \_\_\_\_\_ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

**After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.**

<b>I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.</b>	
_____	
<b>Company Name</b>	
_____	
<b>Name and Title of Authorized Representative (Print or Type)</b>	
_____	
<b>Signature</b>	<b>Date</b>

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
 (Please duplicate as needed)

SOLICITATION NUMBER:	RFP MLM0302
PROJECT NAME:	Income Eligibility and Rental Rate Verification Services

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

\_\_\_\_\_  
**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor _____	Date _____	Director/Deputy Director _____	Date _____

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to [monica.mcclure@austintexas.gov](mailto:monica.mcclure@austintexas.gov), or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to two (2) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. POST AWARD:**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the Contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor, or the Contractor's Subcontractor, shall furnish all reasonable assistance to the City to facilitate the site visit at no additional charge.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to [susan.kinel@austintexas.gov](mailto:susan.kinel@austintexas.gov) or mailed to the below address:

	City of Austin
Department	Neighborhood Housing and Community Development
Attn:	Susan Kinel
Address	1000 E. 11 <sup>th</sup> Street, Suite 200
City, State Zip Code	Austin, TX 78702

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Susan Kinel

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Phone: (512) 974-3122

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Email: Susan.Kinel@austintexas.gov

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**CITY OF AUSTIN  
SCOPE OF WORK  
INCOME ELIGIBILITY AND RENTAL RATE VERIFICATION SERVICES  
SOLICITATION NO.: RFP MLM0302**

**1. Purpose**

The City of Austin's Neighborhood Housing & Community Development (NHCD) office seeks proposals to establish a contract with a qualified Vendor (Contractor) to provide monitoring services for income eligibility and rental rate verifications. The Contractor shall conduct verification reviews on resident income eligibility and rental rates for the affordable rental housing developed via certain "Developer Incentive" ordinances adopted in the City of Austin's Land Development Code. These Developer Incentive initiatives require developers to set aside a percentage of affordable housing in new market-rate housing developments in exchange for design element waivers and fee waivers. The Contractor for this contract shall conduct resident income eligibility verifications and rental rate reviews for these affordable rental housing units to ensure compliance with the City ordinances and guidelines adopted by NHCD.

**2. Background**

NHCD is responsible for monitoring activities in support of certain Developer Incentive ordinances in the City's Land Development Code that contain an affordable rental housing component. NHCD seeks to streamline the process to provide added efficiency. Affordable rental housing units that are developed from the Developer Incentive initiatives are subject to both income and rental rate restrictions. During the first year of habitation, 100% of affordable rental units are to be monitored for income eligibility and appropriate rental rates. Each year after, a representative sample of units (up to 30%) must be verified.

**3. Tasks/Requirements**

**3.1. Minimum Qualifications & Experience**

- 3.1.1. The Contractor shall have at least three (3) years' experience in the affordable rental housing industry.
- 3.1.2. The Contractor providing shall be a registered City vendor by the time the contract is awarded. Contractors can register at the following website:  
[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- 3.1.3. The Contractor shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to NHCD. The City estimates a minimum of two (2) staff members to be adequate.

**3.2. Contractor's Responsibilities.**

- 3.2.1. The Contractor shall conduct resident income eligibility and rental rate verification based upon documentation provided by project staff according to ordinance requirements and procedures developed by NHCD.
- 3.2.2. The Contractor shall conduct resident income eligibility and rental rate verifications within five (5) business days after a request is made, or a time that is mutually agreed upon between the Contractor and the City.
- 3.2.3. The Contractor shall provide NHCD-approved write-up and additional requested reporting for all income verifications performed. Contractor shall determine if the unit is compliant or non-compliant. If unit is non-compliant, Contractor shall note the issue as a finding, concern, or recommendation with detail to support the determination.
- 3.2.4. The Contractor shall provide NHCD a monitoring packet and all original documentation to Agency staff for filing and database update. Monitoring Packet shall include forms supplied by NHCD, forms prepared internally by Contractor and any backup documentation prepared by Contractor.

**CITY OF AUSTIN  
SCOPE OF WORK  
INCOME ELIGIBILITY AND RENTAL RATE VERIFICATION SERVICES  
SOLICITATION NO.: RFP MLM0302**

3.2.5. The Contractor shall provide all labor, material and necessary equipment for the completion of required work.

3.3. NHCD's Responsibilities

3.3.1. NHCD will coordinate all work scheduling with the Contractors.

3.3.2. NHCD will review and approve all work and documentation.

4. **Deliverables/Milestones**

<b>Deliverables/Milestones</b>	<b>Description</b>	<b>Timeline (due/completion date, reference date, or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>	<b>Contract Reference/ Section</b>
Income and rental rate Verifications	In support of developer incentive initiatives	As assigned, up to 700 units per year	compliant, non-compliant, finding, concern, recommendation	3.2
Produce Write-up, Reporting & Documentation	Results documentation and correction	For each unit assigned	compliant, non-compliant, finding, concern, recommendation	3.2

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP MLM0302**

**1. PROPOSAL FORMAT:**

Submit one original and four (4) electronic versions of the Proposal. The original Proposal shall contain original ink signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

**Tab 1 – Executive Summary**

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

**Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets
- D. Section 0835 - Non-Resident Bidder Provisions
- E. Completed and Signed Section 0900 No Goals Utilization Plan.

**Tab 3 – Authorized Negotiator:**

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Tab 4 – Business Organization:**

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

**Tab 5 – Corporate Experience:**

Describe only corporate experience related to performing the work specified in this solicitation. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

**Tab 6 – Personnel Qualifications:**

For each of the employees who will be doing work on this Contract, provide:

- A. Resume.
- B. Evidence of three (3) years experience in the affordable rental housing industry (Section 0500, 3.1.1).
- C. Evidence of expertise in content specified in the Scope of Work.

**Tab 7 – Approach to Work:**

Define in detail your understanding of the requirements presented in the Scope of Work (Section 0500) of this Request for Proposals, your approach to accomplish the work, and any additional information you deem necessary to evaluate your response. In addition:

- A. Provide an example of the monitoring report that you intend to use for this contract (Section 0500, 3.2.4).

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP MLM0302**

**Tab 8 – Cost Proposal:**

Information described in the following subsections is required to be filled out on the Bid Sheet below. The Contract shall be firm fixed price with progress payments as mutually determined to be appropriate.

- A. Cost per unit of providing income and rental rate verification, including all staff time, travel, materials, equipment, documentation, and appurtenances. The cost per unit shall be inclusive of all activities required in the 0500 Scope of Work.

**Tab 9 – Exceptions to the Proposal:**

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. *Detail any business exceptions that you will require on the Purchasing Office Exceptions Form (Attachment B).*

**Tab 10 – Proposal Acceptance Period:**

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

**2. PROPRIETARY INFORMATION:**

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page shall be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information shall be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**3. PROPOSAL PREPARATION COST:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

**4. EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

**5. EVALUATION FACTORS AND AWARD:**

A. **Competitive Selection:** This procurement will comply with applicable AHFC Procurement Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**B. Evaluation Factors: Maximum 100 points.**

All Proposals will be evaluated based on the following criteria and rankings.

- i. **Corporate Experience:** **(20 points)**

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP MLM0302**

- ii. **Personnel Qualifications:** **(40 points)**
- iii. **Approach to Work:** **(10 points)**
- iv. **Cost Proposed:** Proposer with the lowest overall project cost is awarded the maximum points; other proposers are awarded points on a pro-rated basis. **(20 points)**
- v. **Local Business Presence:** **(Maximum 10 points)**

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**Optional Interviews:** Interviews may be conducted at the discretion of the City. The City will score Proposals on the basis of items 1-4 above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission. **Additional Maximum 25 points)**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to monica.mcclure@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**3. TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to two (2) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. POST AWARD:**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the Contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor, or the Contractor's Subcontractor, shall furnish all reasonable assistance to the City to facilitate the site visit at no additional charge.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to [susan.kinel@austintexas.gov](mailto:susan.kinel@austintexas.gov) or mailed to the below address:

	City of Austin
Department	Neighborhood Housing and Community Development
Attn:	Susan Kinel
Address	1000 E. 11 <sup>th</sup> Street, Suite 200
City, State Zip Code	Austin, TX 78702

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Susan Kinel

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Phone: (512) 974-3122

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Email: Susan.Kinel@austintexas.gov

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**CITY OF AUSTIN  
SCOPE OF WORK  
INCOME ELIGIBILITY AND RENTAL RATE VERIFICATION SERVICES  
SOLICITATION NO.: RFP MLM0302**

**1. Purpose**

The City of Austin's Neighborhood Housing & Community Development (NHCD) office seeks proposals to establish a contract with a qualified Vendor (Contractor) to provide monitoring services for income eligibility and rental rate verifications. The Contractor shall conduct verification reviews on resident income eligibility and rental rates for the affordable rental housing developed via certain "Developer Incentive" ordinances adopted in the City of Austin's Land Development Code. These Developer Incentive initiatives require developers to set aside a percentage of affordable housing in new market-rate housing developments in exchange for design element waivers and fee waivers. The Contractor for this contract shall conduct resident income eligibility verifications and rental rate reviews for these affordable rental housing units to ensure compliance with the City ordinances and guidelines adopted by NHCD.

**2. Background**

NHCD is responsible for monitoring activities in support of certain Developer Incentive ordinances in the City's Land Development Code that contain an affordable rental housing component. NHCD seeks to streamline the process to provide added efficiency. Affordable rental housing units that are developed from the Developer Incentive initiatives are subject to both income and rental rate restrictions. During the first year of habitation, 100% of affordable rental units are to be monitored for income eligibility and appropriate rental rates. Each year after, a representative sample of units (up to 30%) must be verified.

**3. Tasks/Requirements**

**3.1. Minimum Qualifications & Experience**

- 3.1.1. The Contractor shall have at least three (3) years' experience in the affordable rental housing industry.
- 3.1.2. The Contractor providing shall be a registered City vendor by the time the contract is awarded. Contractors can register at the following website:  
[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).
- 3.1.3. The Contractor shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to NHCD. The City estimates a minimum of two (2) staff members to be adequate.

**3.2. Contractor's Responsibilities.**

- 3.2.1. The Contractor shall conduct resident income eligibility and rental rate verification based upon documentation provided by project staff according to ordinance requirements and procedures developed by NHCD.
- 3.2.2. The Contractor shall conduct resident income eligibility and rental rate verifications within five (5) business days after a request is made, or a time that is mutually agreed upon between the Contractor and the City.
- 3.2.3. The Contractor shall provide NHCD-approved write-up and additional requested reporting for all income verifications performed. Contractor shall determine if the unit is compliant or non-compliant. If unit is non-compliant, Contractor shall note the issue as a finding, concern, or recommendation with detail to support the determination.
- 3.2.4. The Contractor shall provide NHCD a monitoring packet and all original documentation to Agency staff for filing and database update. Monitoring Packet shall include forms supplied by NHCD, forms prepared internally by Contractor and any backup documentation prepared by Contractor.

**CITY OF AUSTIN  
SCOPE OF WORK  
INCOME ELIGIBILITY AND RENTAL RATE VERIFICATION SERVICES  
SOLICITATION NO.: RFP MLM0302**

3.2.5. The Contractor shall provide all labor, material and necessary equipment for the completion of required work.

3.3. NHCD's Responsibilities

3.3.1. NHCD will coordinate all work scheduling with the Contractors.

3.3.2. NHCD will review and approve all work and documentation.

4. **Deliverables/Milestones**

<b>Deliverables/Milestones</b>	<b>Description</b>	<b>Timeline (due/completion date, reference date, or frequency)</b>	<b>Performance Measure/ Acceptance Criteria</b>	<b>Contract Reference/ Section</b>
Income and rental rate Verifications	In support of developer incentive initiatives	As assigned, up to 700 units per year	compliant, non-compliant, finding, concern, recommendation	3.2
Produce Write-up, Reporting & Documentation	Results documentation and correction	For each unit assigned	compliant, non-compliant, finding, concern, recommendation	3.2

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP MLM0302**

**1. PROPOSAL FORMAT:**

Submit one original and four (4) electronic versions of the Proposal. The original Proposal shall contain original ink signatures. Proposals shall be typed on standard paper and have consecutively numbered pages. Proposals shall be organized in the following format and information sequence. Use tabs to divide each part of your Proposal and include a Table of Contents. Proposers should provide all details in the Proposal as required in the Section 0500 - Scope of Work and any additional information you deem necessary to evaluate your Proposal.

**Tab 1 – Executive Summary**

Provide an Executive Summary of three (3) pages or less, which gives in brief concise terms, a summation of the Proposal.

**Tab 2 – City of Austin Purchasing Documents:**

Complete and submit the following documents:

- A. Offer and Award Sheet
- B. Section 0605 - Local Business Presence Identification Form
- C. Section 0700 - Reference Sheets
- D. Section 0835 - Non-Resident Bidder Provisions
- E. Completed and Signed Section 0900 No Goals Utilization Plan.

**Tab 3 – Authorized Negotiator:**

Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

**Tab 4 – Business Organization:**

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

**Tab 5 – Corporate Experience:**

Describe only corporate experience related to performing the work specified in this solicitation. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2005. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

**Tab 6 – Personnel Qualifications:**

For each of the employees who will be doing work on this Contract, provide:

- A. Resume.
- B. Evidence of three (3) years experience in the affordable rental housing industry (Section 0500, 3.1.1).
- C. Evidence of expertise in content specified in the Scope of Work.

**Tab 7 – Approach to Work:**

Define in detail your understanding of the requirements presented in the Scope of Work (Section 0500) of this Request for Proposals, your approach to accomplish the work, and any additional information you deem necessary to evaluate your response. In addition:

- A. Provide an example of the monitoring report that you intend to use for this contract (Section 0500, 3.2.4).

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP MLM0302**

**Tab 8 – Cost Proposal:**

Information described in the following subsections is required to be filled out on the Bid Sheet below. The Contract shall be firm fixed price with progress payments as mutually determined to be appropriate.

- A. Cost per unit of providing income and rental rate verification, including all staff time, travel, materials, equipment, documentation, and appurtenances. The cost per unit shall be inclusive of all activities required in the 0500 Scope of Work.

**Tab 9 – Exceptions to the Proposal:**

The Proposer shall clearly indicate each exception taken and indicate the alternative language along with the business need for the alternative language. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the Proposer of the Solicitation as proposed by the City. The City reserves the right to reject a Proposal containing exceptions, additions, qualifications or conditions not called for in the Solicitation. *Detail any business exceptions that you will require on the Purchasing Office Exceptions Form (Attachment B).*

**Tab 10 – Proposal Acceptance Period:**

All Proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.

**2. PROPRIETARY INFORMATION:**

All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the Proposal to be disclosed, each page shall be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information shall be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

**3. PROPOSAL PREPARATION COST:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

**4. EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

**5. EVALUATION FACTORS AND AWARD:**

A. **Competitive Selection:** This procurement will comply with applicable AHFC Procurement Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

**B. Evaluation Factors: Maximum 100 points.**

All Proposals will be evaluated based on the following criteria and rankings.

- i. **Corporate Experience:** **(20 points)**

**CITY OF AUSTIN  
PURCHASING OFFICE  
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS  
SOLICITATION NUMBER: RFP MLM0302**

- ii. **Personnel Qualifications:** **(40 points)**
- iii. **Approach to Work:** **(10 points)**
- iv. **Cost Proposed:** Proposer with the lowest overall project cost is awarded the maximum points; other proposers are awarded points on a pro-rated basis. **(20 points)**
- v. **Local Business Presence:** **(Maximum 10 points)**

<b>Team's Local Business Presence</b>	<b>Points Awarded</b>
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

**Optional Interviews:** Interviews may be conducted at the discretion of the City. The City will score Proposals on the basis of items 1-4 above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for interviews with the City. The City reserves the right to negotiate the actual contract scope of work and cost after submission. **Additional Maximum 25 points)**



**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR PROPOSAL (RFP)**  
**OFFER SHEET**

**SOLICITATION NO:** RFP MLM0302

**COMMODITY/SERVICE DESCRIPTION:** Income Eligibility and Rental Rate Verification Services

**DATE ISSUED:** 05/23/2016

**REQUISITION NO.:** RQM16050500434

**COMMODITY CODE:** 91863

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:**

**PROPOSAL DUE PRIOR TO:** June 9, 2016

**PROPOSAL CLOSING TIME AND DATE:** June 9, 2016 at 2:00 PM

Monica McClure  
Corporate Contract Administrator

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 308, AUSTIN, TEXAS 78701

**Phone:** (512) 974-1714

**E-Mail:** [Monica.McClure@austintexas.gov](mailto:Monica.McClure@austintexas.gov)

**LIVE SOLICITATION CLOSING ONLINE:** For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:**

<b>Address for US Mail (Only)</b>	<b>Address for Fedex, UPS, Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #MLM0302	Purchasing Office-Response Enclosed for Solicitation # RFP MLM0302
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

**NOTE:** Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

**All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.**

**SUBMIT 1 ORIGINAL AND 4 ELECTRONIC COPY OF YOUR RESPONSE**

**\*\*\*SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT\*\*\***

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	3
0500	SCOPE OF WORK	2
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	3
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

#### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Blueprint Housing Solutions

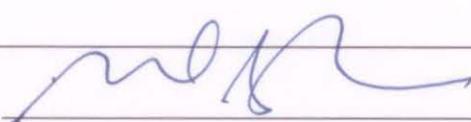
Company Address: 1124 S. IH 35

City, State, Zip: Austin, TX 78704

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Michael Gerber

Title: President and CEO

Signature of Officer or Authorized Representative: 

Date: 6/9/16

Email Address: michaelgerber@hacanet.org

Phone Number: 512-477-4488 ext. 2115

**\* Proposal response must be submitted with this Offer sheet to be considered for award**

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office no later than 1:00 PM, one (1) week prior to the proposal opening date. Submissions may be made via email to monica.mcclure@austintexas.gov, or via fax at (512) 974-2388.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P. O. Box 1088  
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

- (b) Contractor/Subcontracted Work.
- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.

- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

**TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of 12-months and may be extended thereafter for up to two (2) additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12-months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

**4. POST AWARD:**

- A. The Contractor may be required to attend a post award meeting with City personnel within thirty (30) calendar days after Contract award. The purpose of the meeting is to discuss the terms and conditions of the Contract.
- B. The City may perform site visits during the term of the Contract to verify that the Contractor has the appropriate facilities, equipment, inventory, licenses, permits, and qualified personnel to perform according to the Statement of Work (Section 0500). The Contractor, or the Contractor's Subcontractor, shall furnish all reasonable assistance to the City to facilitate the site visit at no additional charge.

**CITY OF AUSTIN  
PURCHASING OFFICE  
SUPPLEMENTAL PURCHASE PROVISIONS  
SOLICITATION NO.: RFP MLM0302**

**QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be emailed to [susan.kinel@austintexas.gov](mailto:susan.kinel@austintexas.gov) or mailed to the below address:

	City of Austin
Department	Neighborhood Housing and Community Development
Attn:	Susan Kinel
Address	1000 E. 11 <sup>th</sup> Street, Suite 200
City, State Zip Code	Austin, TX 78702

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Susan Kinel

Phone: (512) 974-3122

Email: [Susan.Kinel@austintexas.gov](mailto:Susan.Kinel@austintexas.gov)

**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Blueprint Housing Solutions	
Physical Address	1124 S. IH 35, Austin, TX 78704	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**Section 0700: Reference Sheet**

Responding Company Name Blueprint Housing Solutions

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name Travis County Housing Authority  
Name and Title of Contact Patrick Howard, President/CEO  
Project Name Organizational Assessment and File Audit  
Present Address 502 E. Highland Mall Blvd.  
City, State, Zip Code Austin, TX 78752  
Telephone Number ( 512 ) 480-8245 Fax Number ( 512 ) 480-8248  
Email Address patrick@hatctx.com

2. Company's Name Taylor Housing Authority  
Name and Title of Contact Ebby Green, President and CEO  
Project Name File Audit  
Present Address 311 E. 7th Street  
City, State, Zip Code Taylor, TX 76574  
Telephone Number ( 512 ) 352-3231 Fax Number ( 512 ) 365-5464  
Email Address egreen@taylorha.org

3. Company's Name Corpus Christi Housing Authority  
Name and Title of Contact Gary Allsup  
Project Name File Audit  
Present Address 3701 Ayers St.  
City, State, Zip Code Corpus Christi, TX 78415  
Telephone Number ( 361 ) 889-3349 Fax Number ( )  
Email Address gary\_allsup@hacc.org

**Section 0835: Non-Resident Bidder Provisions**

Company Name Blueprint Housing Solutions

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_

**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER: RFP MLM0302

PROJECT NAME: Income Eligibility and Rental Rate Verification Services

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No  If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes  If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Blueprint Housing Solutions

Company Name

Michael Gerber, President and CEO

Name and Title of Authorized Representative (Print or Type)

Signature

6/9/16

Date

**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
 (Please duplicate as needed)

SOLICITATION NUMBER:	RFP MLM0302
PROJECT NAME:	Income Eligibility and Rental Rate Verification Services

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Blueprint Housing Solutions		
Address	1124 S. IH 35		
City, State Zip	Austin, TX 78704		
Phone Number	512-477-4488 ext. 2115	Fax Number	
Name of Contact Person	Michael Gerber		
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Michael Gerber, President and CEO  
 \_\_\_\_\_  
 Name and Title of Authorized Representative (Print or Type)  
 \_\_\_\_\_  
 Signature

6/9/16  
 \_\_\_\_\_  
 Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:</b>			
Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.			
Reviewing Counselor _____	Date _____	Director/Deputy Director _____	Date _____

Strategic Planning • Project Management • Operational Assessments and Evaluation  
Program Development & Implementation • Marketing & Communications

---

Management professional with cross-functional expertise in program administration and consulting services. Consistent record of forging strong relationships to achieve results and proven ability to analyze complex organizational issues and develop strategic solutions.

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**Housing Authority of the City of Austin, Austin, Texas 2002 – present**

*Affordable housing and community development provider and consulting firm*

**Sr. Business Advisor (Blueprint Housing Solutions, subsidiary) 2014 – present**

Lead, implement and deliver organizational development, performance management, technical assistance and training projects.

**Vice President of Housing and Community Development 2007 – 2013**

**Vice President of Community Development 2002 – 2007**

Managed a yearly budget of over \$16 million dollars, with various funding sources, multiple contract service providers and an internal team of 85, impacting over 5,500 residents of low income at 18 public housing properties.

***Key Achievements***

- Lead operational assessments, customized training programs and policy compliance reviews for affordable housing clients. Develop business, sales and marketing plans, analyze and research affordable housing markets and opportunities and conduct business development for new consulting services.
- Management and administration of Public Housing and Community Development department. Implemented strategic planning initiatives, best practices and procedures that led agency to being a HUD High Performing Agency with Public Housing Assessment System Score of 99%.
- Lead for community development engagements. Managed funding initiatives and strategic direction focused on youth services, workforce development and health and wellness. Managed, vetted and selected funded partners and developed metrics, analyzed data, evaluated and reported on program effectiveness. Generated income through grants and strategic partnerships. Distributed over \$13.6 million in 11 years. Lead for \$1.75 million grant to build LEED designated learning facility.

**Sapient/Human Code, Austin, Texas 1999 – 2001**

*\$500 million consulting company, division focused on education and e-learning*

**Marketing and Communications Coordinator**

Developed corporate image, created brand messaging and strengthened company's national exposure for e-learning segment.

***Key Achievements***

- Developed return on investment case studies, brochures and internal business strategy reports. Provided marketing support for the acquisition of Human Code by Sapient.

- Managed event planning process at national conferences and coordinated with sales efforts. Maintained contact with customers to ensure for positive marketing outcomes.
- Managed public relations for the EnterTech project, a workforce development program of The University of Texas at Austin/IC<sup>2</sup> Institute. Developed video news release and press releases that created additional exposure and community support.

### **Norwalk Housing Authority, Norwalk, Connecticut 1996 – 1999**

*Affordable housing and community development provider*

#### **Director of Learning Centers**

Developed and implemented new learning center model and neighborhood network programs for individuals of low income.

#### **Key Achievements**

- Secured commitment from agencies for free services and opened four new learning centers located within public housing. Successfully wrote grant proposals and received funding through diverse corporate funding initiatives. Managed and tracked grant outcomes and measured program successes.
- Developed community engagement program with community and corporate entities and identified alliances with existing agencies to increase service offerings. Developed new reading, math and enrichment programs including swimming, tennis, technology and the arts.

### **Management Resources of America, Norwalk, Connecticut 1994 – 1996**

*Privately held company focused on marketing imported products to US markets*

#### **Sales Supervisor and Product Spokesperson**

Established new market sales for Italian products new to the United States.

#### **Key Achievements**

- Developed and managed relationships with customers, retailers and distributors, managed events and developed promotions.
- Developed, hosted and implemented sales training program, including sales video and on-site training that contributed to the success of new market penetration within seven new states. Developed promotional pieces and displays, identified and managed events and researched locations for national advertising – campaign led to increased sales and customer satisfaction throughout the Northeast.

### **Electronic Data Systems (EDS), Plano, Texas 1993**

*Global information technology services and equipment company*

#### **Communications Specialist**

Communications lead for internal training channel and external content broadcasts.

#### **Key Achievements**

- Marketed training opportunities to internal EDS Corporate Video Service Network (CVSN) subscribers. Managed relationships and provided customer support.
- Content management and coordination with uplink facility to ensure for timely and accurate broadcasting.

#### **Education**

- Texas Christian University, Fort Worth, TX. BS in Public Relations and Advertising – 1992
- Internships: Corporate Communication's Associate, Valeo Corporation, Munich, Germany – 1992

### **Certifications (highlights)**

- National Association of Housing and Redevelopment Officials (NAHRO) Certified Management Executive 2011
- Non-profit Management certification – University of Texas Professional Development series 2002
- Marketing certification – American Marketing Association 2001

### **Community Activities**

- Children's Optimal Health (COH) Board 2008 – present. COH Finance Committee 2010 – 2011
- HousingWorks Austin Board 2011 – 2014
- Leadership Austin – Class of 2005
- Austin Association of Fundraising Professionals 2003 – 2013
- Opportunity Mapping – Austin Steering Committee 2011 – 2013
- Austin Partners in Education volunteer and PTA member 2011 – present
- Basic Needs Coalition of Central Texas, Advocacy and Public Relations Committee 2004 – 2007 and Housing Stability Committee 2007 – 2010
- Girl Scouts Mirrors Committee member 2005 – 2009, Girl Scouts troop volunteer 2012 - present
- Toastmasters member 2008 – present. Charter Club member for HACA corporate club. Competent Leadership certification
- National Association of Housing and Redevelopment Officers (NAHRO) member 2002 – present. Texas NAHRO member 2002 – present. Vice President of Community Revitalization and Development Committee 2010 – present (SW NAHRO rep 2010 – present). Professional Development Committee 2006 – 2009 (SW NAHRO rep 2006 – 2009), Awards Committee member 2009 – present, Housing Committee 2010 – present
- Co-chair of Austin Asset Building Coalition 2002 – 2004
- Speaker for Department of Housing and Urban Development on grant development and Neighborhood Network programs
- Speaker on Asset Management for NAHRO and TX NAHRO

# Jenny DeSilva

## Work History:

### **2002-2004     *Asset Manager, Southwest Housing Compliance Corporation***

- Served as an accessible point of contact for owners, managing agents, and on-site managers to address questions or concerns regarding compliance, operation, and Contract Administrator functions to include Management and Occupancy Reviews.
- Performed comprehensive and limited reviews on properties to ensure regulatory compliance in all aspects of an assisted property's operation to include maintenance and security programs, financial management, and leasing and occupancy procedures to ensure Section 8 regulatory compliance.
- Followed up on required corrective actions from all owners resulting from Management and Occupancy Reviews. Ensured all findings and observations resulting from reviews are documented in Management Review reports (HUD 9834), files, HUD's iREMS database and the agency's internal databases. Monitored owner response deadlines for timeliness and completeness.

### **2004-2007     *Senior Asset Manager, Southwest Housing Compliance Corporation***

- Monitored staff performance regarding all facets of Section 8 Project Based Contract Administration Asset Management within the states of Arkansas and Texas to ensure the agency met all Incentive Based Performance Standards.
- Developed reports to track staff performance and counsel staff to address performance concerns at the on-set.
- Reviewed and approved Management & Occupancy Reviews, HUD Form 9834 written by 10+ staff members. Ensured staff was assisting owner representatives with developing corrective action plans and meeting timelines.
- Audited agency databases and HUD iREMS database to ensure compliance with all reporting requirements.
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### **2000-2002 and 2007- Feb. 2014 *Director of Housing Assistance Payments, Southwest Housing Compliance Corporation***

- Made policy, administrative and management decisions on routine activities related to the operation of the Housing Assistance Payment program. Planned, supervised and monitored daily overall activities of 17 Housing Assistance Payment staff involved in subsidy payment processing functions for 800+ Section 8 communities. Coordinated all phases of record maintenance, programming and documentation pertaining to authorized housing assistance subsidy payments totaling over \$30 million each month.
- Maintained financial tracking records regarding requisitions, owners request, approved amounts, and electronic fund transactions so as to reconcile monthly subsidy amounts.
- Developed, implemented, and maintained custom computer programming required to maximize departmental functionality and the integrity of digital documentation records.
- Kept abreast of HUD TRACS system program changes and industry innovations. Ensured organizational software is compatible with such.

### **Feb 2014 – June 2016 *Director of Training, PMCS, Inc.***

- Developed and facilitated all public and private training engagements for clients via both live and online webinar delivery formats. Training topics covered regulatory compliance for all HUD Multifamily Housing Programs and Low Income Housing Tax Credit programs.
- Developed customized compliance products, policies, and procedures for clients, based on their subsidy program(s).
- Maintained an online industry compliance blog and published a monthly newsletter for the affordable housing industry.
- Served as an affordable housing consultant, on a retainer basis, for roughly 3,500 industry clients.
- Performed customized tenant and EIV file reviews and provided on-site consulting services to owners preparing for compliance audits.
- Negotiated customized monthly service contracts for outsourced compliance services for a variety of property types and sizes.
- Provided quality assurance testing and technical assistance to various vendors offering TRACS/LIHTC compliance software to the affordable housing industry.

## EDUCATION:

1994-2000 Bachelor of Science in Biology, University of Texas at Austin.

## CERTIFICATIONS:

- National Affordable Housing Management Association CPO (Certified Professional of Occupancy) course certification.
- Certified Manager of Housing
- Low Income Housing Tax Credit Certification - Quadel TaCCS

# Kelly Crawford, CIA, CCSA, CRMA

12802 Coridan Drive, Austin, TX 78727  
Cell 512.680.6826 – [kellycrawford01@hotmail.com](mailto:kellycrawford01@hotmail.com)

## Summary

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Highly motivated and results-driven housing specialist with expertise in risk management, compliance and monitoring oversight of HUD programs including Community Development Block Grant-Disaster Recovery and HOME Investment Partnership Act Programs. Successful track record of implementing housing programs while balancing production with compliance and effective project management.

## Highlights

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- Over 10 years of experience with compliance and implementation of HUD Programs
- Expertise in auditing and Enterprise Risk Management
- Over 15 years of management and team building on Federal programs
- Excellent written and verbal skills
- Customer service focused

## Experience

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### Texas General Land Office

September 2011 – Current

#### Senior Quality Assurance and Process Improvement Specialist

September 2011 – Current

Responsible for planning, organizing, and conducting monitoring reviews of HUD funded Community Development Block Grant Disaster Recovery (CDBG DR) grants for over \$3 billion in housing and infrastructure programs related to damage sustained by Hurricanes Ike and Dolly to ensure compliance with contracts, State rules and Federal regulations. Conduct monitoring and risk assessment of internal and external processes and programs to ensure controls are operating as intended and benchmarks as well as outcomes are being achieved. Present findings and recommendations to subrecipients and grant administrators to improve program operations and ensure program compliance. Act as liaison with HUD CPD for monitoring reviews, preparing our agency to ensure positive outcomes. Conduct performance evaluations of newly implemented or established programs involving management operations and internal control systems to ensure compliance. Prepare reports directed toward compliance or technical assistance depending on the scope of the review. Research and develop recommendations based on deficiencies found during reviews, advising management and subrecipients of suggested changes in business processes or management procedures.

### Texas Department of Housing & Community Affairs

November 2002 – September 2011

#### Director of Disaster Recovery and Chief of Compliance

May 2009 – September 2011

Senior level director providing direction and guidance in strategic operations and planning for Disaster Recovery Program and Compliance with CDBG DR requirements. Managed compliance team with oversight of subrecipients' compliance with CDBG DR requirements. Maintained relationships and liaised with Federal, State and local government officials to promote effectiveness and compliance of their programs. Represented and supported executive management at various legislative committee hearings, State and Federal hearings, and public speaking engagements. Spoke at board meetings to inform the agency's board of directors and audit committee members of division and subrecipient compliance and performance. Updated management regarding controls reviewed and tested. Responsible for budgeting, staffing and operational matters related to Compliance staffing and operations. Performed risk management activities to determine risks and ensured controls existed for key activities and significant business processes including fraud, waste and abuse detection.

# Kelly Crawford, CIA, CCSA, CRMA

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## **Deputy Executive Director, Hurricane Rita Disaster Recovery**

March 2007 – May 2009

Lead responsibility for the design, administration, and management of over \$500 million in programs associated with the recovery efforts in Southeast Texas resulting from Hurricane Rita and to assist with the costs of Hurricane Katrina evacuee services and housing. This included the rehabilitation and new construction of more than 2,500 single family homes and construction of nearly 1,000 apartment/multifamily units, as well as oversight for complex social service infrastructure in a 29 county region.

## **Director of Portfolio Management and Compliance**

May 2006 – March 2007

Performed planning, directing, and coordinating the oversight of the Portfolio Management and Compliance (PMC) Division, requiring coordination with other divisions, private industry, and Federal government. Directed staff and assisted in developing compliance and monitoring field training as well as providing technical assistance for contractors with short and long term compliance responsibilities. Coordinated sub recipient monitoring functions and duties with applicable program areas and developed policies and procedures to monitor programs including development of risk assessments, identifying and resolving outstanding issues, and addressing noncompliant subrecipients. Administered oversight procedures to enforce restrictive use covenants recorded on Land Use Restriction Agreements. Directed physical inspection requirements for single and multifamily programs to ensure quality construction standards were met. Performed budgeting, staffing, and operational matters for the PMC Division for 35 employees.

## **Senior Internal Audit Manager**

November 2002 – May 2006

Performed senior-level auditing work within the Internal Audit Division reporting directly to the Director of Internal Audit. Planned, conducted and supervised audits in conformance with Generally Accepted Government Auditing Standards, the International Standards for the Professional Practice of Internal Auditing and the Code of Ethics prescribed by the Institute of Internal Auditors. Examined, investigated, and reviewed records, reports and management practices to ensure compliance with state statutes and internal regulations; conducted audits for program economy, efficiency, and effectiveness. Spearheaded the implementation of an Enterprise Risk Management framework within TDHCA. Trained staff to conduct control self-assessments, identifying mission critical risks within their processes and ensuring adequate controls existed to mitigate the identified risks. Performed and evaluated compliance testing of significant controls within the Department to determine reliance. Coordinated, reviewed, and oversaw the work of junior audit staff in verifying and documenting management operations records.

## **Texas Workforce Commission**

November 1998 – November 2002

### **Project Manager, Management Auditor**

November 1998 – November 2002

Responsible for planning, organizing, and conducting contract monitoring reviews of Texas Workforce Development Boards and private contracts administering \$165 million in welfare reform programs to ensure conformance with contracts, State rules and Federal regulations. Presented detailed findings and recommendations to clients and partner service providers to improve program operations and ensure contract compliance. Led teams of 5 to 25 during onsite compliance reviews. Conducted quality assurance reviews of work papers and reports.

## **Education**

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### **Texas A&M University**

Bachelor of Science

## **Certifications**

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Certified Internal Auditor

Certification in Control Self-Assessment

Certification in Risk Management Assurance

# Heather Fox

*Ms. Fox is a potential Project Manager for this project. She would be responsible for managing the project on-site at HHA; supervising the assistant auditors and the administrative assistant. She would communicate daily with HHA staff and SHCC Management on progress and challenges. She would be responsible for producing the daily and weekly progress reports. She would oversee and assist with file audits and corrections, system reconciliations, and would conduct audits of SHCC staff work. The Project Manager would be supervised by Pilar Sanchez.*

## Current Responsibilities

2006 - Present                      *Austin Housing Authority*                      Austin, TX

### **Senior Quality Control Manager**

- Review the Public Housing, Admissions, and the Housing Choice Voucher Departments.
- Review Southwest Housing Compliance Corporation for Contract Compliance.
- Review Austin Affordable Housing Corporation for Compliance with Tax Credit Regulations.
- Issue formal recommendations for program efficiency, integrity, customer satisfaction and regulatory compliance.
- Promote continuous improvement through the monitoring of program outcomes and practices.
- Provide supervision and oversight of Quality Control Specialist.
- Assist in providing services with SHCC Consulting.

## Professional Experience

2004 - 2006                      *Southwest Housing Compliance Corp.*                      Austin, TX

### **Asset Manager**

- Managed Region comprised of 55 Project Based Section 8 Properties.
- Extensive experience and knowledge in the auditing of Section 8 Properties to ensure compliance with HUD regulations.
- Successfully incorporated HUD's Rental Housing Integrity Improvement Project into the Management Review process.

2002 - 2004                      *Southwest Housing Compliance Corp.*                      Austin, TX

### **Occupancy Specialist**

- Composed concise and clearly written Management & Occupancy Reports.
- Effectively and efficiently tracked Corrective Actions until resolution.

1996 - 2002                      *Walden Management, Inc.*                      Austin/San Antonio, TX

### **Leasing/Assistant Manager/Property Manager**

- Managed all aspects of a 150-unit conventional property located in a challenging and competitive market. Supervised employee staff comprised of 1 Assistant and 2 Maintenance.
- Managed accounts receivable and initiated unit evictions as necessary.
- Performed marketing/leasing of available units; conducted orientations and unit inspections.

## Education/Training

### **Nan McKay and Associates, Inc.**

- Housing Choice Voucher Specialist Certification - 2008
- Public Housing Management Certification - 2008
- Public Housing Rent Calculation Specialist Certifications - 2006

### **National Center Housing Management**

- Blended Occupancy Specialist Certification - 2010
- Certified Occupancy Specialist Certification - 2009

### **University of Texas at Austin**

- Certification Course: Human Resource Management - 2002

### **Texas Apartment Association**

- Certification Course: Apartment Manager - 2000

### **Mesa State College**

- Bachelor's Degree: Business Administration - 1996

## Other

### **Housing Authority of the City of Austin Toastmasters Club**

Charter Member - 2008

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# Sabrina Campbell

## Objective

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To obtain a professional position that is challenging and rewarding.

## Experience

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November 2009 - current

HACA

Austin, Texas

### Quality Control Specialist/Manager

- Perform quarterly audits on all 4 departments in SHCC to include Asset Management, Call Center, Contracts and Vouchers
- Determine adherence with HUD contracts and federal regulations
- Perform audits on the Public Housing, Housing Choice Voucher, Finance and Admissions departments
- Assess the quality, effectiveness, integrity and efficiency of the programs
- Develop the scope and methodology of audits to ensure efficient and effective audits
- Develop and present training on a multitude of topics
- Spearheaded completion of annual Grant reports and applications in absence of Grants Manager
- Assists in Consulting projects requiring HUD program assessment and recommendations

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April 2008 – November 2009

HACA

Austin, Texas

### Compliance Coordinator

- Create, conduct and modify all staff training for the HCD department
- Schedule and follow-up on property audits of resident files and maintenance deadlines to ensure accurate subsidy calculations and HUD requirements are being met
- Streamline processes for staff to assist in increasing accountability and reducing errors
- Database modifications for reporting and paperwork requirements
- HACA police officer liaison responsible for contracts, payroll, and scheduling
- Serve as Security Administrator and perform database maintenance to include updating HCD database
- Assign and monitor security access for all department staff using PIC, EIV, TASS, WASS, and OAG child support portal
- Compose, edit, and proof all correspondence reviews and updates, reports, forms and Standard Operating Procedures (SOPs)
- Responsible for submission of PIC reports on a monthly basis. Monitor PIC submission rate to ensure at least a 97% submissions rate (rate is currently 99.67%). Report departmental submission rate to Vice Presidents on a monthly basis. Monitor fatal errors and track correction of errors by management staff

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April 2006 – March 2008

HACA

Austin, Texas

### Public Housing Coordinator

- Assist administratively to the Vice-President
  - Fill in for site managers during absence
  - HACA police officer liaison
  - Responsible for PIC submission directly tied to funding
  - Update and maintain applicable computer folders and files on the network to ensure the most up-to-date and accurate documents are utilized by Housing and Community Development staff
  - Schedule grievance hearings, send notices, make arrangements for meetings on and off site, prepare agenda packets, notices of meetings and contact participants
  - Complete a variety of reports for multiple housing programs, PHAS, and for board meetings
-

## Sabrina Campbell

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July 2000 – March 2006

HACA

Austin, Texas

### Housing Manager

- Perform a variety of tasks in assisting residents and maintaining Authority functional units
- Implement HUD rules and regulations
- Calculate applicants family income, determines amount of monthly rent, deposits rents, monitors compliance with Authority's policies and procedures and HUD occupancy standards
- Collect rent, security deposits, and other payments. Document collections and deposit funds in bank
- Conduct property and unit inspections on an on-going basis
- Respond to client concerns/disputes in a timely and efficient manner
- Managing office and maintenance staff

## Education

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2011

Texas State University

Round Rock, Texas

### Business Management –Bachelor of Applied Arts and Sciences

1998 – 2000

Texas A & M University

Corpus Christi, TX

### Marine Biology

- Continued study on marine life and worked with ocean mammal rescue team

### Finance

- Minor in Business Management

1995 - 1996

University of Miami

Coral Gables, FL

### Marine Biology

- Studied marine life and worked with ocean mammal rescue team

## References

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References are available on request.

**Tax Credit File**

**Property Name:**

**Tenant Name:**

**Address:**  Address matches in file: Lease and TIC

**Condition of File**  Poor  Good  Excellent

**Rent/Income Integrity** (Includes Calculations and Verifications)  Satisfactory  Unsatisfactory

Is Family Income Eligible?  YES or  NO

Is Family Eligible based on Student Rule?  YES or  NO

Is Rent within Rent Limits?  YES or  NO

**Summary of Key Observations/Comments**

**Move-In Date:**

**Certification Type:**

Effective Date:

On Time or  Late Notes:

**Certification Interview Date** *(per date of Supplemental Application):*

Number of Household Members:

Actual Unit Size:

Is Unit Size appropriate for Family Size?  YES or  NO

Rent Limit at Current Certification: \$

Income Limit at Current Certification: \$

Rent Limit at Initial Certification: \$

Income Limit at Initial Certification: \$

*May use existing limits until the later of 45 days after publication or effective date of new limits.*

Is resident Section 8 Voucher holder?  YES  NO

**Mandatory Documents** *(check those that are present in file)*

TAA Application Is the Application Complete?  YES or  NO

TAA Supplemental Is the Supplemental Complete?  YES or  NO

**TDHCA Income Certification (Revised FEB 2011 and APRIL 2011);** The IC is complete and signed by all Adults and staff?  YES or  NO

Lease; the lease is signed by all adults and staff and dated and completed correctly?  YES or  NO

*(There is no Model Lease for Tax Credit. Lease must be a minimum of 6 months)*

**Annual Eligibility Certification (Revised FEB 2011 and APRIL 2011);** Complete and signed by all Adults?  YES  NO  NA

*This form is completed in lieu of completion of a full Annual Re-Exam. Student Status must be examined annually.*

Utility Allowance Schedule

Lease Addendum of Government Affordable Housing

Lead Hazard Disclosure

Addendum on Mold

Utility Allowance Change, if applicable

Release and Consent Form

Under \$5,000 Asset Certification  YES or  NO *(must match asset amount listed on Supplemental)*

Affidavit of No Child Support, if applicable *(for single parents with children in the household only)*

Move-In Inspection Form Is the form Complete?  YES or  NO

**Family Composition and related Documents:**

Family Member Name	Relation to HOH	Student? Yes or No	If Student, why eligible?	Age

Family Composition matches the Supplemental Application, the Income Certification, and the Lease?  YES  NO

**Family Income/Asset/Exclusion:**

Tenant's Name	Type of Income/Asset Reported	Reported Income/Assets Amount	Annualized Income per Verification	Annualized Income per QC	Is any of this income to be excluded? If so why?	Type of Verification Used	Date of Verification	Verification is within 120 days of effective date?
								<input type="checkbox"/>
								<input type="checkbox"/>
								<input type="checkbox"/>
								<input type="checkbox"/>

*\*Child Support must be included in annual income UNLESS these 2 requirements are met: The household certifies that the monies are not being received AND the household provides doc that reasonable efforts have been made to include filing with the courts or other agencies.*

Is there any income/assets declared by the resident that were not verified and included in annual income?  YES  NO

If Yes, List:

Are there any docs/information, for example, bank statements, in the file that reflect unreported income by the client?  YES  NO

If yes, does the file reflect follow up?  YES  NO

**Total Family Income:** \$

Family Income is within the Income Limits:  YES  NO

If not, is it within 140% of Income Limits:  YES  NO (Not applicable at Initial Certification)

OI, Family is Over 140% of Income Limits (Not applicable at Initial Certification)

**Rent**

Are the rent calculations on the TIC correct?  YES  NO

Does the rent amount match the property's schedule?  YES  NO Does the utility allowance amount match the property's schedule?  YES  NO

Monthly Rental Amount: \$  Rent is the same on Lease;  Rent is the same on IC Note:

Gross Rent amount: \$ =Tenant Paid Portion of Rent: \$ +Utility Allowance amount: \$ +Mandatory Fees: \$

Gross Rent is within the LIHTC limit of \$  YES or  NO

Section 8 HAP Payment: \$

Notification of Rent change is in file? YES NO NA

If rent increased, was tenant given at least 30 days notice? YES NO NA

*Any change to a PHA allowance MUST be implemented within 90 days of when rent is due.*

Rent Notes:

**Does the file contain notification letter(s) of re-certification?** YES NO NA *There is no required timeframe in place; just ensure consistency amongst files*

**Auditor MUST request all previous audit reports (TDHCA/Other) and follow up on noted Observations and Findings.**

**Auditor's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\*TDHCA will review eligibility @ MI and recent re-exams

\*ALL relevant info must be verified prior to occupying a LIHTC unit.

Updated March 2015

Property:

Audited by:

Date:

Tenant:

Client #:

Re-Exam completed by:

Re-Exam **Type**:

Effective **Date**:

On Time or  Late Notes:

Move-In Date:

Monthly rent due per Notice of Rent Change:

Re-exam Interview Date:

Is next re-exam date correct on 50058:  YES  NO

Bedroom Size:

Is the Bedroom Size appropriate for Family Size?  YES  NO

If not, has this been addressed?  YES  NO  NA

Board Approved Flat Rent for BR size and property:

Board Approved UA for BR size and property:

**Condition of File:**  Poor  Good  Excellent

**Rent/Income Integrity** (Includes Calculations and Verifications):  Satisfactory  Unsatisfactory

**Corrective Action Required?**  YES  NO

**Date File Due Back to QC Department:**

### Summary of Key Observations/Comments

**PIC Review:**

- Most recent certification is in PIC:  YES  NO
- Certification in PIC matches Certification in file:  YES  NO
- Corrected 50058 must be re-transmitted to PIC?  YES  NA



**Family Composition and Related Documents**

Family Member Name	Relation to HOH	Over 18 & Student? Yes or No <i>If yes, was it verified?</i>	Age on 58 or DOB per BC	Disabled or Elderly? <i>If yes, was disability/elderly status verified?</i>	ID (Adults) DOCS = 58	Birth Certificate DOCS = 58	SS Card DOCS = 58	Section 214 Form DOCS = 58	EIV pulled for this family member?
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Family Composition matches the 50058, the tenant's declaration, and the HAP Contract/Lease?  YES  NO

Are all dependents children of an adult in the household?  YES  NO  NA If not, is there documentation of their legal guardianship?  YES  NO

**Family Income/Assets**

**Allowances/Deductions**

**Exclusions**

List Type of -Income -Asset -Exclusion	Amount Reported by Client	Amount per Verification Source	Annualized Amount <i>(Per Auditor's Calculations)</i>	Allowances & Deductions List type, whether tenant is eligible for it, and if it is correctly calculated.	Was the Amount Properly Verified?	Is file documented as to why the required verification level was not used? List type of verification. <b>Was verification SOP followed?</b>	Date of Verification	<b>Effective 10/1/10:</b> Verification is either within 60 days of effective date or the request date?
					<input type="checkbox"/>			
					<input type="checkbox"/>			
					<input type="checkbox"/>			
					<input type="checkbox"/>			

ZERO ASSETS REPORTED

PUBLIC ASSISTANCE (TANF) VERIFIED

CHILD SUPPORT VERIFIED

Does the file contain a signed Child Support Income Form 1825 **PRIOR** to the date the OAG Report was accessed?  YES  NO  NA

Are all verifications/pertinent mail date stamped?  YES  NO

Are any household members eligible for EID?  YES  NO If Yes, was EID appropriately applied?  YES  NO

Were Deductions granted appropriately?  YES  NO  NA  \$400 Elderly/Disabled  Dependent(s)  Medical/Child Care Expenses

**Total Annual Income:**

Is an adult Family Member reporting zero income?  YES  NO  
If so, does the file contain "ZERO INCOME" Certification?  YES  NO  NA

Is the 50058 completed correctly?  YES  NO

**Per QC: TTP:**

**RENT:**

Is TTP Calculated Correctly?  YES  NO  
Is Rent Calculated Correctly?  YES  NO  
30-Day Notice of Rent Increase is in file?  YES  NO  NA for decrease or stayed the same  
*This notice is intended for delivery to the client; merely placing a copy in the file is not sufficient.*  
Is the Rent on 50058 the same as on Rent Roll?  YES  NO

**Notification Letters to Tenant of Required Certification Process:**

90 Day Letter in file  60-Day Letter in file  If applicable, 30-Day Letter in file  N/A for interims  
 For Interim Certifications, written change by Client w/date stamp in the file  
 If necessary, 7-Day Letter to Client prior to Notice to Vacate

**EIV:**  EIV Checklist Complete?  YES  NO

Is a printed copy of the EIV Income Report maintained in the tenant file?  YES  NO *For Interims, only ICN Page required if no discrepancies*  
Is the identity status of all household members verified on the EIV Report?  YES  NO  
Does the EIV Report support the info on the 58?  YES  NO If not, were all discrepancies addressed?  YES  NO

**Community Service Requirements:**

Resident Certification is in file for all adults (states they understand requirement)  YES  NO  
 If in the file, the Resident Certification is complete.  
The 50058 coding is correct?  YES or  NO

**EXEMPT**

Resident Claimed Exemption  
 File contains documentation supporting exemption

**NON-EXEMPT**

Resident Claimed Non-Exempt  
 File contains proof of community service hours

**IS THE TENANT MEETING THE COMMUNITY SERVICE REQUIREMENT?**

YES. The file contains proof that the tenant has met the requirement.  
 NO. HACA has counseled tenant, and has given tenant deadline to come into compliance.  
 NO. The file does not contain evidence that this issue has been addressed.  
 N/A, exempt

**Signature of QC Auditor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Section 8 File**

Audited by:

Date:

Client Name:

Client #:

Address:

Address matches on Lease , 50058 , Contract , HQS Form , UA Form  Lease/HAP Not in File

Eligibility Specialist:

Was Certification Screened?  YES  NO

If YES, Screener Name:

Re-Exam **Type/Effective Date:**

HAP Contract Effective Date (if in file):

Effective Date on Lease (if in file):

*(should be the same on contract-if not the same, look for match letter)*

Lease and HAP contract are signed and if applicable, are initialed:  YES  NO Lease/HAP Contract Not in File

*New HAP Contract and a new Request for Tenancy Approval (RTA), a lease addendum, or a revised lease required when (a) utility change (b) term of lease changes (c) family move*

*HAP Contract: After 9/30/12, OMB 2577-0169; Exp. 04/30/14 should be used.*

HQS passed on or before lease/58 effective date:  YES  NO Does the date on line #5h of the 50058 match the date of the last inspection?  YES  NO

Date of Admission:

Re-exam Interview Date *(Look for Appt. Letter/NA for MI):*

Is next Re-exam date correct on 50058?  YES  NO

Voucher Size:

Correct Voucher Size?  YES  NO *(Overhoused/Underhoused)*

Downgrade Letter in File?  YES  NO  NA

Actual Unit Size:

Payment Standard \$

Correct Amount used?  YES  NO

Utility Allowance \$

Correct Amount used?  YES  NO

*(Payment standard should be based on voucher size or unit size leased, whichever is smaller)*

*(Utility Allowance should be based on actual unit size or voucher size, whichever is smaller)*

*Increased payment standards will be used at the next re-exam.*

**Summary of Key Observations/Comments**

File met SEMAP Indicator #2 (Rent Reasonableness)  YES  NO  NA

File met SEMAP Indicator #3 (Adjusted Income)  YES  NO

- Properly obtained 3<sup>rd</sup> party verification of adjusted income OR documented why 3<sup>rd</sup> party was not available:  YES  NO
- Used the verified info in determining adjusted income:  YES  NO
- Properly attributed allowances for expenses:  YES  NO
- Used the appropriate utility allowance:  YES  NO

### Family Composition and Related Documents

Family Member Name	Relation to HOH	Over 18 & Student? Yes or No	Age on Cert. Eff. Date Or DOB per BC	Disabled, Elderly, both, neither? <b>Was disability/elderly status verified? SEE SOP</b>	ID (Adults) DOCS = 58	Birth Certificate DOCS = 58	SS Card DOCS = 58	Section 214 Form DOCS = 58
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Family Composition matches the 50058, the tenant's declaration, and the HAP Contract/Lease?  YES  NO

Are all dependents children of an adult in the household?  YES  NO  NA If not, is there documentation of their legal guardianship?  YES  NO

### Family Income/Assets/Exclusions/Allowances/Deductions

List type of: -Income -Asset -Exclusion -Allowance	Reported: Income Asset Exclusion Allowance <i>(per tenant)</i>	Amount: Income Asset Exclusion Expense <i>(Per source)</i>	Annualized Amount <i>(Per Auditor's Calculations)</i>	Allowances & Deductions List type, whether tenant is eligible for it, and if it is correctly calculated.	Verification in file?	List type of verification. <b>Was verification hierarchy followed per SOP?</b>	Date of Verification	<b>Effective 10/1/10:</b> Verification is either within 60 days of effective date or the request date?
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>
					<input type="checkbox"/>			<input type="checkbox"/>

CHILD SUPPORT VERIFIED FOR ALL ADULTS?  YES  NO IS THE FORM 1825 SIGNED PRIOR TO PULLING THE OAG REPORT?  YES  NO

Does the income and assets and expenses on this Certification follow the previous Certification?  YES  NO  NA

Is this household eligible for EID?  YES  NO If Yes, was EID appropriately applied?  YES  NO

Total Tenant Payment \$  
Contract Rent to Owner \$

HAP Payment to Owner \$  
Utility Allowance Check \$

Tenant's Rent Portion \$

Is Tenant Rent Portion calculated correctly?  YES  NO  
Is HAP Payment to Owner Calculated Correctly?  YES  NO

Approved Rent: \$\_\_\_\_\_; Is the same on HAP Contract ; Lease ; HQS Form ; 50058 ; RR Form   
Lease/HAP Contract Not in File  Lease/HAP Contract reflect prior rent amounts

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HUD Form 9886 is present in the file?  YES  NO The HUD Form 9886 signed by all Adults?  YES  NO  
*The HUD Form 9886 is valid for 15 months*

Date:

EIV Downloaded with current HUD Form 9886?  YES  NO  
Was EIV pulled as required for all household members?  YES  NO  NA  
Is an EIV Checklist in the file?  YES  NO If YES, is it complete?  YES  NO

*For Interims, only the ICN Page is required for those with no income discrepancies  
For new admissions, the EIV Income Report is required within 120 days of the submission*

Does EIV Support the info on the current 58?  YES  NO If not, were all discrepancies addressed?  YES  NO  NA  
Is the identity status of all household members verified on the EIV Report?  YES  NO

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Rent Reasonableness standards applied correctly?  YES  NO  NA **SEE SOP**

**Is the correct Vendor paid?** (look @ Elite Vendor Printout compared to RTA Form and other docs with Owner name)  YES  NO

**For New Admissions and Re-Exams:**

Does the file contain HUD Form 52675 (Debt Owed to PHAs and Terminations) signed by all adult household members?  YES  NO  
Does the file contain the HUD Form 92006 (Supplemental and Optional Contact Information)?  YES  NO

Was the Lead Based Paint Acknowledgement signed at admission?  YES  NO  
Was the Lead Based Paint Disclosure Form signed for those units built prior to 1978? (see block #5j from the 50058)?

If this is an Initial Move, did HACA pay the correct HAP Payment for the OLD and NEW units?  YES  NO  NA

**Attachment A  
Bid Sheet  
RFP MLM0302**

**Special Instructions:** Be advised that exceptions taken to any portion of the solicitations may jeopardize acceptance of the bid.

**Bidder Requirements:** Your bid shall include complete item as described including all travel, materials, personnel costs, and appurtenances. Please quote firm Not to Exceed price.

The quantities listed are estimates. The City reserves the right to purchase more or less of these quantities as may be required during the Contract Term. Quantities will be as needed and specified by the City for each order.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Cost per unit for income and rental rate verification	700	EACH	\$96.00	\$67,200.00
					\$67,200.00

COMPANY NAME: Blueprint Housing Solutions

PRINTED NAME: Michael Gerber, President and CEO

EMAIL ADDRESS: michaelgerber@hacanet.org

**Attachment A  
Bid Sheet  
RFP MLM0302**

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Cost per unit for income and rental rate verification	700	EACH		
<b>TOTAL BID</b>					

COMPANY NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_



## City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

June 20, 2016

Blueprint Housing Solutions  
Mr. Michael Gerber  
President and CEO  
1124 South IH 35  
Austin, Texas 78704

Subject: Best and Final Offer of Request for Proposal MLM0302, Income Eligibility and Rental Rate Verification Services

Dear Mr. Gerber:

Thank you for your response to the Request for Proposal MLM0302-Income Eligibility and Rental Rate Verification Services solicitation for the City of Austin. The City has identified Blueprint Housing Solutions as a finalist and is requesting a Best and Final Offer (BAFO) from your company in regards to your submittal.

Clarifications requested from Blueprint Housing Solutions include:

- Please indicate specifically how many Blueprint personnel will be assigned to work on this project, and the percentage of time that each will dedicate to the project.
- Please refer to Section 0500-Scope of Work in the solicitation, Section 3.2. Please narrow your proposal to reflect the responsibilities indicated in Section 0500-Scope of Work, Section 3.2, specifically income verification and review of supporting documents thereto. Please be advised that work will be performed at a location designated by the City. With the exception of report preparation, work cannot be performed at contractor's location or remotely.
- The BAFO pricing document is attached and must be completed on the form provided. Pricing for all items listed on the BAFO must be included. The City seeks Blueprint Housing Solutions best and final offer for the narrowing of services as requested above.

**All information is due back to me by at 5 PM, local time, on Thursday, June 23, 2016.**

Thank you for your participation in this competitive solicitation. We appreciate your interest in doing business with the City of Austin.

Sincerely,

Monica L. McClure

Corporate Contract Administrator  
City of Austin  
Purchasing Office

**Attachment A  
Bid Sheet  
RFP MLM0302**

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Cost per unit for income and rental rate verification	700	EACH		
<b>TOTAL BID</b>					

COMPANY NAME: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**Attachment A  
Bid Sheet  
RFP MLM0302**

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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Cost per unit for income and rental rate verification	700	EACH	\$87.00	\$60,900.00
<b>TOTAL BID</b>					<b>\$60,900.00</b>

COMPANY NAME: Blueprint Housing Solutions

PRINTED NAME: Michael Gerber, President and CEO

EMAIL ADDRESS: michaelgerber@hacanet.org