REQUEST FOR APPLICATIONS

AMENDED

COVER SHEET

Issued: **Monday, February 27, 2012**	**Description:** **2012-001 Permanent Supportive Housing Services Request for Application**
MANDATORY **Pre-Application Date Conference and Time:** Wednesday, March 7, 2012 3:00 P.M. Note: Attendance is required.	**Pre-Application Conference Location: TBD** City of Austin Health & Human Services Campus 7201 Levander Loop, Building E Austin, Texas

Request for Explanations or Clarifications in Writing Only
Deadline: Monday, March 12, 2012, no later than 3:00 p.m.

E-mail: Natasha.Ponczek@austintexas.gov
Responses to written questions will be posted on: http://www.austintexas.gov/department/health

Applications Due No Later Than:

12:00 P.M., Wednesday, March 21, 2012

NOTICE: Late applications will not be accepted

RFA Authorized Contact Person:	**Deliver Completed Application prior to Due Date and Time to:**
Natasha Ponczek Homeless Services Coordinator Phone: (512) 972-5027 E-mail: Natasha.Ponczek@austintexas.gov	City of Austin Health and Human Services Department Homeless Services, Attn. Natasha Ponczek 7201 Levander Loop, Building #E Austin, Texas 78702 (off Airport Road, just north of 183/Montopolis Bridge)

City of Austin Health and Human Services Department

Request for Application # 2012-001
Permanent Supportive Housing and Services

INTRODUCTION

On March 25, 2010, the Austin City Council passed a resolution directing the City Manager to give priority to funding permanent supportive housing, and to develop a comprehensive strategy for the construction and operation of 350 permanent supportive housing units over the next four years. On September 30, 2010 the City of Austin released the Permanent Supportive Housing Strategy, after coordinating with government and private-sector stakeholders to respond to the City Council's direction.

This strategy used information gathered from best practices in other cities, and includes strategies for both the construction and operation of 350 permanent supportive housing units over the next four years.

To that end, the City of Austin Health and Human Services Department (City HHSD) seeks applications in response to this Request for Application (RFA) from qualified social service providers (Applicants). The successful Applicant:

- Will provide services to the target population specified in this RFA which includes frequent users of the Austin Resource Center for the Homeless and/or the Downtown Community Court.
- Will provide services to clients in housing units that have received funding from the HUD Continuum of Care, City of Austin Neighborhood Housing and Community Development, or other HUD housing programs.
- Is well-versed in providing supportive services to this population.
- Collaborates and/or applies for funding with other service providers when necessary to provide a broad range of services appropriate for this population.
- Currently rents or owns, or has a written agreement to access housing that serves or will serve the target population.
- Will provide services for clients in permanent supportive housing (PSH), which may include case management, mental health, substance abuse, employment, limited rent subsidies or other services to help maintain housing.
- Addresses the strategies identified in the City of Austin Permanent Supportive Housing Strategy (September 30, 2010).
- Applies for the full amount available.
- Will implement the program(s) proposed within thirty (30) days of contract execution.

The awarded contract will:

- Have a thirty-month contract period from on or near April 1, 2012 – September 30, 2014, with one two-year renewal option.
- Possible funding to one eligible entity for provision of supportive services in an amount up to $376,409 for an initial thirty-month contract.
    a. $ 100,000 annually with on-going City of Austin General Funding
    b. $76,409 in funding from the Texas Department of Housing and Community Affairs only available in the first 5 months and must be spent down by August 31, 2012:
        - $11,842 is available for Case Management or Rental Assistance
        - $64,567 is available for Rental Assistance.

- Be authorized by the Austin City Council. The City Council has directed that final contract decisions be consistent with the goals of the City of Austin Permanent Supportive Housing Strategy.

Permanent Supportive Housing Strategy Background

In 2010, the City of Austin engaged the services of Corporation for Supportive Housing (CSH) to support the development of the PSH strategy, including support of the PSH public input process called for in the Council resolution. CSH, in cooperation with the City, held a series of five public input sessions in August and September of 2010, inviting the public at large, with specific outreach to service providers, affordable housing developers, advocacy groups, neighborhood associations, and prospective tenants.

Although permanent supportive housing is a resource-intensive intervention, the high public costs of homelessness mean that it costs essentially the same amount of money to house someone in stable, supportive housing as it does to leave that person homeless and stuck in the revolving door of high-cost crisis care and emergency housing.

Research included in the PSH Strategy shows that supportive housing provides public benefits beyond cost savings, including improved neighborhood safety and beautification, and increasing or stabilizing property values in most communities. In most communities there is no evidence of negative impact on values with even some appreciation.

The City is engaging in the present Permanent Supportive Housing strategy as part of an intentional effort to redesign the delivery of homeless services to explicitly achieve the goal of markedly reducing long-term homelessness in Austin.

For the purposes of this RFA, the City of Austin's **definition of Permanent Supportive Housing (PSH)**: **Affordable housing linked to a range of support services that enable tenants, especially the homeless, to live independently and participate in community life.** PSH can be offered in diverse housing settings, but usually consisting of apartment units that are:

A. Targeted to households earning under 30% of Area Median Income with multiple barriers to housing stability;

B. Deeply affordable. Rents are subsidized so that the tenant ideally pays no more than 30% of household income towards rent, even where tenants have extremely limited or no income;

C. Lease-based. Tenancy is based on a legally-enforceable lease or similar form of occupancy agreement, and there are not limits on a person's length of tenancy, as long as they abide by the conditions of the lease or agreement;

D. Supported by the availability of a flexible array of comprehensive services, but participation is typically voluntary. The tenant has access to a flexible array of comprehensive services, including, but not limited to, case management, medical, mental health, substance use treatment, employment, life skills, and tenant advocacy, but a lease will not be terminated solely because a tenant chooses not to participate;

E. Managed through a working partnership that includes ongoing communication between service providers, property owners/managers, and subsidy programs.

City of Austin Health and Human Services Department

SOLICITATION

2009-011 Texas Homeless Housing and Services Program (HHSP)

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*__NOTE__**:** Sections 100 and 300 are on the Internet at the Vendor Connection under Standard Bid Documents tab at the bottom of the page. https://www.austintexas.gov/financeonline/vendor_connection/index.cfm, but are not included with this application. Refer to the "Standard Solicitation Documents for Purchases" selections. When reading, substitute the words "applicant" and "application" for "proposer" and "proposal." Do not use the addresses or phone numbers from the Internet documents. Use the addresses and phone numbers within this document. If you do not have Internet access, it is available at the Austin Public Libraries, or you can obtain the paper documents from the Health and Human Services Department (contact information below.)

For a copy of Section 100 and 300 or Budget and Performance documents please contact Natasha Ponczek at CityHS@austintexas.gov or 512-972-5027 located at Health and Human Services Department, 7201 Levander Loop, Building #E, Austin, Texas 78702.

City of Austin Health and Human Services Department

Request for Application # 2012-001
Permanent Supportive Housing and Services

SCOPE OF WORK

1. PRINCIPAL OBJECTIVE

The principal objective of this solicitation is to increase supportive services for permanent supportive housing (PSH) units.

The applicant should demonstrate its ability to assist homeless clients who are hard to serve and to offer services based on the Housing First Strategy (refer to City of Austin PSH Strategy dated September 30th, 2010 for more information on Housing First http://www.ci.austin.tx.us/housing/downloads/csh_austin_psh_strategy_%20092710.pdf).

The Applicant's ability to implement the program(s) proposed within thirty (30) days of contract execution is essential. The contract period will be approximately April 1, 2012 – September 30, 2014 with one two-year renewal option. Organizations unable to begin services on or near April 1 should not submit an application.

2. TARGET POPULATION

The target population is frequent users of the Austin Resource Center for the Homeless and/or Downtown Community Court. Targeting frequent users of the ARCH and the courts will free shelter beds and avoid other public costs. All clients must be at or below 200% of poverty. Applicants must describe how they will serve clients who may have a criminal history. Preference is provided to organizations that do not unreasonably restrict housing or services due to criminal status.

Clients will most likely:

A. Be experiencing long-term homelessness often cycling between homelessness and hospitals, jails, prisons, or other emergency systems

B. Have chronic health conditions that are at least episodically disabling

C. Meet the definition for chronically homeless as established in the HEARTH Act

D. Have been in an institution for over 90 days, including a jail, prison, substance abuse facility, mental health treatment facility, hospital or other similar facility

3. PERMANENT SUPPORTIVE HOUSING STRATEGY AND RFA GUIDELINES

Applications must include strategies that address the guiding principles from the City of Austin's Permanent Supportive Housing Strategy, some are included below along with guidelines for this RFA. A successful strategy:

A. Utilizes the definition of Permanent Supportive Housing. For the purposes of this RFA, the City of Austin's program definition of permanent supportive housing (PSH) is affordable housing linked to a range of support services that enable tenants, especially the homeless, to live independently and participate in community life.

B. Demonstrates a partnership in the form of a Memorandum of Understanding with Front Steps, Inc. as operator of the Austin Resource Center for the Homeless that outlines a relationship to outreach and serve their clients. The Applicant will also (if applicable) have to demonstrate a relationship or experience working with the Downtown Community Court or their population.

C. Demonstrates an established partnership with housing provider that will accept PSH tenants with substantial barriers to housing, as evidenced by a memorandum of understanding with the housing provider. The housing provider must have received funding from the Continuum of Care, City of Austin Neighborhood Housing and Community Development, or other HUD housing programs. The memorandum of understanding should be accompanied by written operating policies that support the partnership, including information on how the property owner will lower barriers for prospective tenants related to criminal history, credit rating, and rental histories or the lack thereof.

D. Uses evidence-based models and data-driven solutions as a guide, considering local conditions, as well as other program models with demonstrated results Evidence-based practices for PSH include Housing First (i.e. a tenant that is otherwise lease-compliant should not lose their housing only because they are not engaging in services), Harm Reduction, and the use of ACT (Assertive Community Treatment) teams.

E. Addresses the method or methods to be used to prioritize prospective tenants, including but not limited to models based on serving individuals most costly to public systems while homeless ("frequent users" of public systems), the level of medical vulnerability of the prospective tenant, and the prospective tenant's susceptibility to victimization if homeless.

F. Promotes partnerships across public, private, and nonprofit entities to ensure a coordinated, collaborative strategy supported by sufficient and diverse sources of funding.

G. Provides a scalable model that focuses on achieving early successes and expanding the model for future results.

H. Offers cost-effective solutions that result in the reduction of costs to public systems and leverages existing public and private resources and investments. Potential cost-benefit will be considered in the scoring of potential projects.

I. Allows for the geographic dispersion of housing units across the city, in areas with amenities suitable to the target population.

J. Promotes housing choice and fair housing principles by promoting residential integration through mixed-population and/or mixed-income arrangements.

K. Seeks to reduce barriers to housing for homeless individuals with criminal records.

L. Provides intensive service delivery - availability of case management staff at ratios of 1:12 or less for individuals, at least for the first year of occupancy. Providers may propose the use of ACT teams or other evidence-based practice for intensive service delivery. Scoring preference will be given to providers that can demonstrate frequent, voluntary client contact.

M. Demonstrates evidence of a partnership with housing provider that will provide a well-designed, well-built, well-managed, and safe physical environment for tenants

N. Effectively connects clients with mainstream resources such as Social Security, Veterans Administration benefits and Medicaid resources.

O. Demonstrates a high level of data quality in the Homeless Management Information System (HMIS) for other programs that the agency has provided (see HMIS section below).

4. GOALS

The applicant must submit an application that includes Permanent Supportive Housing Services using strategies listed in this Scope of Work.

Awards will be determined based on the application scores that meet the needs of the target population to maximize efficiency and effectiveness of resource allocation, and that result in the most significant impact on self-sufficiency for targeted clients.

5. HOMELESS MANAGEMENT INFORMATION SYSTEM CONTRACT REQUIREMENTS

Organizations receiving funding from the City of Austin contracts for homelessness prevention and homeless intervention services are required to utilize the Local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. A high level of data quality is required. These expenses can be included in the budget.

Requirements Include

- "Open settings" for Uniform Data Elements (UDE) will be used for all of the program's client records in order to reduce duplication of records and improve cross-agency collaboration around client services
- Data quality report(s) submitted monthly (report and minimum standards to be specified)
- HMIS User licenses must be purchased for HMIS staff entering data into City-funded programs (may use be purchased with City contract funds for licenses)
- Participation in Annual Homeless Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
- Participation in a minimum of 6 hours of annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and CTK ODM

Annual Report must identify compliance levels with all of the requirements listed above as well as any feedback regarding the HMIS system.

If data quality reports consistently fall below minimum standards, payments may be withheld until reporting improves to at least minimum standards.

7. AVAILABLE FUNDING

The City anticipates that one contract for $376,409 will be awarded for provision of supportive services for PSH units.

A. The initial funding period will be on or near April 1, 2012, through September 30, 2014.

B. The $376,409 is available for an initial thirty-month contract.
   a. $ 100,000 annually with on-going City of Austin General Funding
   b. $76,409 in funding from the Texas Department of Housing and Community Affairs only available in the first 5 months and must be spent down by August 31, 2012:
      - $11,842 is available for Case Management or Rental Assistance
      - $64,567 is available for Rental Assistance.

C. It is the City HHSD's intent to provide an initial thirty-month contract with one two-year renewal option, for a total contract period not to exceed five years.

D. Collaborative applications are encouraged.

E. The City of Austin reserves the right to adjust the contract amount or scope of work over the contract period based on community needs, ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-days notice to the Contractor.

F. Eligible Expenses:

   a. Case management
   b. Drug or alcohol treatment
   c. Mental health and counseling services
   d. Job training
   e. Direct service staff salaries
   f. Subcontracted program services
   g. Supplies for office or program
   h. Equipment/ furnishings for units
   i. Utility deposits and payments
   j. HMIS expenses
   k. Limited rent assistance

   Applicants providing services to individuals in new PSH units or expanding units within their project may request limited rental subsidies for eligible households.

   The total payment for costs shared by assisted tenants cannot exceed 30% of adjusted annual income. The individual's income must be assessed prior to authorizing rent subsidies.

   Rent is limited to 90% of Fair Market Rents (FMR) for Austin/Travis County. See table below for 90% FMR. Preference will be given for applicants that propose using rates lower than 90% FMR.

Final FY2012 **90%** Fair Market Rents By Unit Bedrooms					
	Efficiency 90%	One-Bedroom 90%	Two-Bedroom 90%	Three-Bedroom 90%	Four-Bedroom 90%
Final FY2012 90% FMR	$642	$731	$890	$1,198	$1,364

8. **ELIGIBLE APPLICANTS**

A. Any nonprofit or governmental agency that can legally contract with the City of Austin (as determined by the City Purchasing Office) is eligible to submit a application. City policy does not permit entering into a contract with an entity that owes taxes to the City.

B. Applicants must be able to meet the City's requirements for social service contractors. See the insurance requirements in Attachment A of the RFA.

C. Nonprofit organizations must agree to provide the City a complete set of audited financial statements and the auditor's opinion and management letters, covering a two year period with no material financial management issues cited in audit. If issues are noted, agency must demonstrate that it has implemented necessary changes.

D. Nonprofit organizations must provide a written certification (included in the application) from a Surety Bond Agency that they will write a Fidelity Bond for $376,409 if a contract is awarded.

E. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

F. Must have a minimum of two years of successful experience providing either: Permanent Supportive Housing and/or the services necessary to succeed in housing; or services to people who are homeless including demonstrated ability to transition them to safe and stable housing

9. APPLICATION DUE DATE AND TIME

Wednesday, March 21, 2012 no later than 12:00 P.M.
Late applications will <u>not</u> be accepted.

Section 200: SOLICITATION INSTRUCTIONS

1. EQUAL OPPORTUNITY

A. **Equal Employment Opportunity:** No Applicant, nor Applicant's agent, shall engage in any discriminatory employment practice as defined in chapter 5-4 of the City Code. No Application submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Applicant has executed and filed with the City a current Non-Discrimination Certificate. Applicants shall sign and return with their Application, the Non-Discrimination Certification located in section 700 herein.

B. **Americans with Disabilities Act (ADA) Compliance:** No Applicant, nor Applicant's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

2. ELIGIBLE APPLICANTS

Please see the Scope of Work for eligibility criteria.

3. LEGAL AUTHORITY

The funding of a contract award to provide the requested services will be in accordance with applicable City of Austin regulations, rules, and program guidance.

4. SOLICITATION

A. **Review of Documents:** Applicants are expected to examine all documents that make up the Solicitation. Applicants shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Applicants must use a complete Solicitation to prepare Applications. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

B. **Location of Documents:** Solicitations are issued by the Contract Awarding Authority. The location and phone number for the Contract Awarding Authority are specified in the advertisement and in the Solicitation.

5. WRITTEN EXPLANATIONS OR CLARIFICATIONS

Any material information given to one Applicant concerning a Solicitation will be furnished as an Addendum to all Applicants who have been issued a Solicitation. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Applicants shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.

The deadline for requesting an explanation, clarification, or interpretation is no later than 3:00 p.m. on Monday, March 12, 2012. Requests for explanations, clarifications or interpretations must be emailed to Natasha Ponczek at: Natasha.Ponczek@austintexas.gov. The communication must clearly identify the Applicant's name and the Solicitation name. Any

material information given to one Applicant concerning a Solicitation will be furnished as an Addendum to all Applicants who have been issued a Solicitation.

6. MANDATORY PRE-APPLICATION CONFERENCE

A mandatory pre-Application conference will be held at 3:00 p.m. Wednesday, March 7, 2012 at the City of Austin Health & Human Services Campus, Bldg E., 7201 Levander Loop, Austin, TX. The pre-Application conference is required for all Applicants.

7. PREPARATION OF APPLICATIONS

Page length: The Application must be no longer than 10 pages not including the cover letter, signed certifications, Memoranda of Understanding, documentation of HUD or NHCD funding, and budget forms. The Applicant must use Times New Roman font size 11, double-spaced, single-sided pages.

Signature: The Applicant must sign each document in the Solicitation requiring a signature. Any changes made to the Application must be initialed by the Applicant.

8. SUBMISSION OF APPLICATIONS:
Applications are due no later than 12:00 p.m. Wednesday, March 21, 2012

Unless otherwise specified, Applicants are required to submit an original and three (3) copies.

A. **Documents required with the Application:** The following documents must be submitted with the Application:

i. One-page Executive Summary
ii. Table of Contents
iii. The signed Non-Discrimination Certification (Section 700)
iv. Proposer's affidavit of non-collusion, non-conflict of interest, and anti-lobbying form (Section 800)
v. The signed Non-Suspension or Debarment Certification (Section 900)
vi. The completed Work Statement (Section 500: Program Description)
vii. Budget documents (Section 500) and Administrative Fiscal Review (if not already on file)
viii. Memoranda of Understanding with Front Steps if applicable and with housing provider
ix. Documentation of proof of HUD or NHCD funding for housing units
x. Proof of Fidelity Bond
xi. Any other document included in the Solicitation requiring completion by the Applicant

All other pages in the Solicitation should be retained by the Applicant.

B. Hand-Delivery
In order to ensure receipt of the application by the due date and time, Applicants are encouraged to hand-deliver their Application to the address below.

Applications must be returned in a sealed envelope or container marked on the outside with the:

City of Austin HHSD
C/o Natasha Ponczek
Request for Applications **#2012-001 Permanent Supportive Housing Services**
[NAME OF AGENCY]
Date and time submitted using the timestamp in the lobby of Building E

When delivering an Application, please use the proper address for the type of service desired, as shown below. Emailed, telegraphic, or facsimile Applications will not be accepted.

Street Address for Hand Delivery or Courier Service
City of Austin
Health and Human Services Department
Homeless Services, Attn: Natasha Ponczek
7201 Levander Loop, Building E
Austin, Texas 78702
Phone: (512) 972-5027

C. **Late Applications:** Applications must be received by the Health and Human Services Department **no later than 12:00 p.m. on Wednesday, March 21, 2012**. All Applications received after the Due Date and Time will be considered late and will be returned to the Applicant unopened. **The time stamp clock at the front entry way at the Health and Human Services Department is the time of record and is verified with the local time service at (512) 476-7744.** It is the sole responsibility of the Applicant to ensure timely delivery of the Application. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Applicant.

9. MODIFICATION OR WITHDRAWAL OF APPLICATIONS

A. **Modification of Applications:** Applications may be modified in writing at any time prior to the Due Date and Time.

B. **Withdrawal of Applications:** Written requests to withdraw an Application may be submitted to Natasha Ponczek via email to Natasha.Ponczek@austintexas.gov at any time prior to the Due Date and Time. An Applicant may also withdraw an Application in person, provided the withdrawal is made prior to Due Date and Time. All requests for withdrawal must also be signed by the Applicant. Withdrawn Applications may be resubmitted, with or without modifications, up to the due date **Wednesday, March 21, 2012 at 12:00 p.m.**

10. OPENING OF APPLICATIONS/ RELEASE OF INFORMATION

A. **Opening of Applications:** As authorized by Texas Local Government Code Section 252.049(b), Applications will be opened in a manner that avoids disclosure of the contents to competing Applicants and keeps the contents confidential during

negotiations. Until the negotiations are completed, only the number and identity of the Applicants submitting Applications will be made available to the public.

B. Release of Information: Under Texas law, information relating to Requests for Applications may be kept confidential until a contract has been awarded. Information relative to this RFA shall not be released by the City during the application evaluation process or prior to contract award.

11. RESERVATIONS

The City expressly reserves the right to:

A. Specify approximate quantities in the Solicitation;
B. Extend the Solicitation closing date and time;
C. Waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
D. Waive any minor informality in any Application or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Applicant);
E. Add additional terms or modify existing terms in the Solicitation;
F. Reject an Application containing exceptions, additions, qualifications or conditions not called for in the Solicitation;
G. Reject an Application received from an Applicant who is debarred or suspended by the City;
H. Reject an Application received from an Applicant who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
I. Reject an Application that contains fraudulent information;
J. Reject an Application that has material omissions;
K. Reject or cancel any or all Applications;
L. Reissue a Solicitation; and/or
M. Procure any item by other means.

12. NEGOTIATIONS

The City reserves the right to negotiate all elements which comprise the Applicant's Application to ensure that the best possible consideration be afforded to all concerned.

13. CONTRACT INCORPORATION

Applicant should be aware that the contents of the successful Application may become a part of the subsequent contractual documents. Failure of the successful Applicant to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Applicant's failure to contract may be recovered from the successful Applicant.

14. PAYMENT

The Contractor will be paid for eligible, actual paid expenses on a reimbursement basis.

15. OPPORTUNITY TO PROTEST

The Health and Human Services Department has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged

deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Health and Human Services Department may dismiss your complaint or protest.

A. **Prior to the Application Due Date and Time**: If you are a prospective Applicant and you become aware of the facts regarding what you believe is a deficiency in the Solicitation process before the Due Date and Time for receipt of Applications, you must notify the City in writing of the alleged deficiency by Monday, March 12, 2012 at 12:00 p.m., giving the City an opportunity to resolve the situation prior to the Application Due Date and Time **Wednesday, March 21, 2012 at 12:00 p.m.**

B. **After the Application Due Date and Time**: If you submit an Application to the City and you believe that there has been a deficiency in the Solicitation process or the award, you have the opportunity to protest the Solicitation process or the recommended award as follows:

i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the Solicitation process or the award.

ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.

iii. You must submit your protest in writing and must include the following information:
1) your name, address, telephone and fax number;
2) the solicitation name and number
3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.

iv. Your protest must be concise and presented logically and factually to help with the City's review.

iv. When the City receives a timely written protest, HHSD will determine whether grounds for your protest are sufficient. A decision will usually be made within fifteen (15) calendar days after review of the complaint.

v. The City will send you a copy of the Health and Human Services Department's decision after the appropriate City staff has reviewed the decision.

16. POST APPLICATION DOCUMENTS REQUIRED FROM SUCCESSFUL APPLICANT

A. **Certificates of Insurance:** Insurance is required. The Applicant (and collaborating partners in some circumstances) must provide Certificates of Insurance in the amounts and for the coverage required to the Health and Human Services Department prior to the contract initiation, or as otherwise required by the Solicitation. A certificate is not required with the Application. Insurance Requirements are included in Attachment A.

Section 500: WORK STATEMENT FORMAT, EVALUATION FACTORS, BUDGET DOCUMENTS

It is strongly advised that Applicants carefully consider the Scope of Work when responding to this RFA.

- Work Statement Format: The work statement should be organized in the structure below.

- Competitive Selection: This procurement will comply with applicable City of Austin Policy and pending City Council approval. The City will select the successful Applicant on a rational basis. The Application review team will be comprised of City HHSD staff and others. Evaluation factors outlined after each section of the work statement shall be applied to all eligible Applicants in comparing Applications and selecting successful Applicants. Award of a contract may be made without discussion with Applicants after the Applications are received. Applications should, therefore, be submitted on the most favorable terms.

- Evaluation: A total of 100 points is possible for the proposed program description and budget. Evaluation factors and the maximum score per section are noted at the end of each section. All responses will be evaluated as to how the proposed program will align with the goals outlined in the Scope of Work and to ensure that each required response in the Work Statement has been adequately addressed.

EVALUATION MATRIX

Section	Points per Section
1. Accomplishments, Experience, and Community Service Coordination	5
2. Targeted Populations	5
3. Project Activities	50
4. Performance Measures	10
5. Data Management and Reporting, Program Evaluation and Quality Improvement	10
6. Budget Information	10
7. Overall Evaluation Factors Regarding Applicant	10
TOTAL	**100**

WORK STATEMENT FORMAT

The actual application should be organized and labeled using the following format and informational sequence:

SECTION 1: ACCOMPLISHMENTS, EXPERIENCE AND COMMUNITY SERVICE COORDINATION

1. Briefly describe experience managing relevant local, state, or federal contracts.
2. Describe experience demonstrating the agency's success in transitioning people who are homeless to safe and stable housing and/or maintaining permanent supportive.
3. Describe the agency's participation in the Ending Community Homelessness Coalition and/or other relevant community planning activities.

Evaluation Section I Accomplishments, Experience, and Community Service Coordination	5 points
• Prior experience administering relevant local, state or federal contracts	
• At least two years experience providing: Services to people who are homeless resulting in transition to safe and stable housing and/or permanent supportive housing and the services necessary to maintain housing • Documentation demonstrates level of success in providing the activities described	
• Demonstrates active participation in community planning	

SECTION II. TARGETED POPULATIONS
All clients must meet the criterion listed below

Eligible Residents/Clients

The target population is frequent users of the Austin Resource Center for the Homeless and/or Downtown Community Court. Targeting frequent users of the ARCH and the courts will free shelter beds and avoid other public costs.

1. Target Population(s) & Eligibility Determination
   A. Describe the client population that will be served with these funds and if this population is similar to or different than your current service population.
   B. Describe how criminal history impacts eligibility for your program. Preference is provided to organizations that do not unreasonably restrict housing or services due to criminal status.
2. Cultural Competency for the Target Population(s)

   The term "cultural competency" refers to providing services, support or other assistance in a manner that is responsive to the beliefs, interpersonal styles, attitudes, language and behaviors of individuals who are receiving services in a manner that has the greatest likelihood of ensuring their maximum participation in the service.

   A. Describe how the agency will deliver services so that cultural and language differences are not a barrier to services. Include the preferred staffing qualifications to ensure they will understand and be sensitive to the needs of culturally diverse populations.

Evaluation Section II Targeted Populations	5 points
Target Population	
• Specific client population(s) and subpopulations to be served are defined – ARCH and/or DCC clients are targeted • Eligibility regarding client's criminal status is described. Preference is provided to organizations that do not unreasonably restrict housing or services due to criminal status.	
Cultural Competency	
• Strategies are culturally inclusive and appropriate for target populations	

SECTION III. PROJECT ACTIVITIES

1. Describe services included that will enable residents to maintain housing including:
   A. How will the Applicant outreach to residents?
   B. What services will be provided? Please include the client to staff ratio and reason for the ratio.
   C. How will you determine need for and distribute limited rental and other direct financial assistance? If providing more than "limited" rental assistance provide rational.
   D. How will the residents access those services initially and over time?
   E. Explain how you will determine cost of housing to the client. Please refer to the rent limits in the Scope of Work.
   F. Explain the terms of your Memorandum of Understanding with Front Steps and/or experience with Downtown Community Court (include MOU as attachment if applicable.)
   G. Describe how your agency will be able to begin services in the time period required.
2. Identify your housing provider(s) and service provider(s).
   A. Provide information about the source of funding for the housing units by the Continuum of Care, City of Austin Neighborhood Housing and Community Development or other HUD housing program (include documentation as an attachment).
   B. Describe the relationship between the housing provider and the social services provider.
   C. How will that relationship be structured and operate?
   D. How will this relationship address tenant-landlord disputes and potential or actual violations of the lease?
3. Permanent Supportive Housing Evaluation
   The City may identify funding for an independent evaluator to assess the effectiveness and cost-benefit comparison of the program overall. The evaluation should determine the extent to which local investment of funds has resulted in avoidance of costs associated with individuals' utilization of specific public systems and public systems as a whole.

   While specific evaluation design will be determined at a later date, the City may seek to evaluate, some of the following outcomes, generally assessing individual outcomes at least 12 months previous to and 12 months after placement in housing.

   A. Explain how your program will result in cost avoidance associated with the residents' utilization of specific public systems and public systems as a whole. Please consider the measures listed below when describing your program's cost avoidance benefits.

      1) Reduction in number of chronically homeless individuals.
      2) Reduction in number of days spent incarcerated, and in associated costs
      3) Reduction in emergency room visits, and in associated costs.
      4) Reduction in EMS transfers, and in associated costs.
      5) Reduction in 911 calls, and in associated costs.
      6) Reduction in psychiatric hospitalization, and in associated costs.
      7) Reduction in primary care hospitalization, and in associated costs.
      8) Reduction in court cases, and in associated costs.
      9) Reduction in detoxification services, and in associated costs.
      10) Impact on utilization of Medicaid, and in associated costs.
      11) Impact on health indicators

Evaluation Section III Project Activities	50 points
Overall Evaluation Factors	
• Responsive to goals and other information presented in the RFA	
• Structure and strategies are feasible and well-defined	
• Services can be implemented in a timely manner	
• Collaborations providing support across agencies and/or connect clients to appropriate services are described	
• Provided documentation of housing funding source	
Permanent Supportive Housing Services	
• Service gaps and/or loss of funding are identified	
• Services described will help ensure clients maintain housing and/or successfully transition to other permanent housing	
• Staff/client ratio defined and appropriate	
• Rent subsidies do not exceed 90% FMR & costs shared by tenants do not exceed 30% of income	
• Determination and distribution of direct financial assistance has adequate controls and processes in place	
• Project strategies address reduction in utilization of public systems and PSH evaluation measures	
• MOU with Front Steps and/or experience with DACC are explained adequately and are appropriate for program	
• MOUs with housing providers are explained adequately and are appropriate for program	

SECTION IV. PERFORMANCE MEASURES

This Permanent Supportive Housing program will have quarterly performance reporting requirements as well as requirements for high data quality in the Homeless Management Information System (HMIS).

1. Insert program performance measures using the following required measures and additional measures (as necessary) into the tables provided below. Goals should reflect the number anticipated for the 30-month contract period in a 6-month/12-month/12-month/30-month format. The number of clients funded by other sources (if applicable) should be included as well.
2. Explain how each output and outcome below will be measured under each performance measure table.

   Output Measures
   Output 1: Unduplicated count of individuals served in Permanent Supportive Housing.

   Outcome Measures
   Required Outcome 1: Percentage of households who exit Permanent Supportive Housing to safe and stable housing.

Additional Outcomes: See list below. Applicants should include at least one, up to two additional outcomes that demonstrate impact.

OUTPUT MEASURE

REQUIRED OUTPUT – Use only this output. No additional outputs are necessary.

OUTPUT # 1	6-month	12-month (include rollover)	12-month (include rollover)	30-month TOTAL (unduplicated for total period)
Unduplicated count of individuals provided Permanent Supportive Housing services				

OUTCOME MEASURES

REQUIRED MEASURE – Use the required Outcome # 1 below and additional measures as necessary.

Total Program Performance – OUTCOME # 1 (Required)	30-month TOTAL (unduplicated for total period)b
Number of households who exit Permanent Supportive Housing to safe and stable housing. (numerator)	
Unduplicated count of households exiting Permanent Supportive Housing. (denominator)	
Percentage of households in PSH units who exit Permanent Supportive Housing to safe and stable housing. (outcome rate)	%

ADDITIONAL MEASURES

Choose one or two of the following measures that is most appropriate for the services you will be providing. Insert the measure(s) and its wording in an Outcome table(s) below the measure definitions.

2A
Num: Number of individuals obtaining employment
Denom: Number of individuals exiting or in program
Rate: Percent of individuals obtaining employment

OR

Num: Number of individuals increasing employment income
Denom: Number of individuals exiting or in program
Rate: Percent of individuals increasing employment income

2B
Num: Number of individuals obtaining or maintaining public benefits
Denom: Number of individuals in program
Rate: Percent of individuals obtaining or maintaining public benefits

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3A
Num: Number of individuals with improved mental health status as measured on the GAF
Denom: Number of individuals "initially" evaluated with the GAF who complete the minimum number of counseling sessions
Rate: Percent of individuals whose Global Assessment of Functioning (GAF) score increases

3B
Num: Number of individuals making progress on their treatment plan goal(s).
Denom: Number of individuals evaluated for progress on treatment plan goals(s).
Rate: Percent of individuals who made progress on their treatment plan goal(s).

5A
Num: Number of individuals who complete an educational program that improves their knowledge
Denom: Number of individuals participating in the educational program
Rate: Percent of individuals who complete an educational program and demonstrate improved knowledge
5B
Num: Number of individuals demonstrating improved life skill(s)
Denom: Number of individuals participating in the activity
Rate: Percent of individuals who demonstrate improved life skills
NB: Outcome 5A will not include one-off group presentations - any such activity will go under 5B.

EXAMPLE

Total Program Performance – OUTCOME # 2	Total Program Goal (30-month unduplicated goal)
Number of individuals making progress on their treatment plan goal(s). (numerator)	
Number of individuals evaluated for progress on treatment plan goals(s). (denominator)	
Percent of individuals who made progress on their treatment plan goal(s). (outcome rate)	%

EXAMPLE

Total Program Performance – OUTCOME # 3	Total Program Goal (30-month unduplicated goal)
Number of individuals increasing employment income (numerator)	
Number of individuals exiting or in program (denominator)	
Percent of individuals increasing employment income (outcome rate)	%

Evaluation Section IV: Performance Measures	10 points
• Required measures are included with reasonable goals	
• Percentage of homeless transitioning to safe and stable housing is at least 60%, with lower results reasonably explained	
• Additional measures are applicable to determining results of the project(s)	
• Adequate explanation of how the measure will be counted	

SECTION V. DATA MANAGEMENT AND REPORTING, PROGRAM EVALUATION AND QUALITY IMPROVEMENT

Competence in data collection, management and reporting is required. Successful Applications will provide quantitative reports and qualitative reports throughout the contract period.

The City requires contractors to enter client data into the community Homeless Management Information System (HMIS). See Scope of Work page 7 for specific HMIS contract requirements.

This program will require ongoing monitoring and informal evaluation to identify if programs are working effectively and which contracts need adjustment to respond to expenditure and performance requirements.

1. Data Management and Reporting
   A. Provide information regarding past experience with data management and reporting. If applicable, include past experience utilizing the community's HMIS.
   B. Describe your plan for insuring high data quality in HMIS including your staffing plan such as FTEs for HMIS and data administration at your agency.

2. Program Evaluation and Quality Improvement
   Describe the process used for identifying problems in strategies, service delivery, and expenditures, steps to determine corrective actions, and follow-up to ensure that corrective actions will be effective.

Evaluation Section V. Data Management and Reporting, Program Evaluation and Quality Improvement	10 points
Data Management and Reporting	
• Demonstrates past experience in data management and reporting for a similar project	
• Applicant has prior experience with HMIS	
Program Evaluation and Quality Improvement	
• Plans for ongoing assessment of strategies and service delivery and for program improvement	

SECTION VI. BUDGET INFORMATION

$376,409 is available for an initial thirty-month contract.

a. $ 100,000 annually with on-going City of Austin General Funding

b. $76,409 in funding from the Texas Department of Housing and Community Affairs only available in the first 5 months and must be spent down by August 31, 2012:

- $11,842 is available for Case Management or Rental Assistance
- $64,567 is available for Rental Assistance.

The City anticipates that one contract will be for provision of supportive services (contract period approximately 30 months).

Applicants must complete all budget forms incorporated into the RFA (forms are located after the budget evaluation factors listed below). A separate electronic document (Microsoft Word format) will be provided, along with the RFA, for use in completing the required budget information.

Eligible Expenses

A. Case management
B. Drug or alcohol treatment
C. Mental health and counseling services
D. Job training
E. Direct service staff salaries
F. Subcontracted program services
G. Supplies for office or program
H. Equipment/ furnishings for units
I. Utility deposits and payments
J. HMIS expenses
K. Limited rent assistance

1. Program Budget and Narrative

   Enter the total amount of funds requested for the program and each subsection followed by the basis for cost, line item request, other funding, and the totals for all funding sources. All expenses should be identifiable, reasonable, and necessary.

   Program Match: Applicants are encouraged, but not required, to provide a cash match of at least 10% during the program period. Source of match must be identified in the Program Funding Summary.

   The Budget Narrative is descriptive of the program activities proposed.

2. Total Program Staff Positions & Time

   List the project staff by title and the percentage of time to be spent on the program (do not include individual's names on the form)

   Attach resumes or position descriptions for key staff to perform the described services and/or activities.

3. Program Funding Summary

   The Program Funding Summary shows a snapshot of the funding the agency will use for the project, including any funds that will be counted as matching funds.

Evaluation Section VI.	10 points
Program Budget	
• Budget is reasonable and appropriate for the proposed work plan	
• Budget is at least $376,409 for the contract period	
• Cash match of at least 10% is provided	
• Sufficient detail provided in cost basis	
Total Program Staff Positions & Time	
• Staff positions and time are reasonable	
• Resumes or brief job descriptions for key staff that will perform the described services and/or activities are attached	
Program Funding Summary	
• Funding summary is complete	
• Matching funds are identified	

SECTION VII. OVERALL EVALUATION FACTORS REGARDING APPLICANT

All applications will be evaluated on agency capacity based on the most recent Independent Audit, Administrative & Fiscal Review and performance on existing City contracts. Agencies that do not have a City contract will not be scored down based on that factor.

Evaluation Section VII. **Overall Evaluation Factors Regarding Applicant**	10 points
• Most recent audit (unqualified/qualified/going concern identified)	
• Administrative and Fiscal Review demonstrates agency capacity for success, effective management and board oversight	
• Prior experience providing HHSD Social Services	

City of Austin Health and Human Services Department

PROGRAM BUDGET FORM

Provide whole dollar amounts for each applicable line item.
These forms are available in Excel. Please request it from
Natasha.ponczek@austintexas.gov

	City of Austin 6 month April 1, 2012 - Sept 30, 2012	City of Austin 12 month Oct 1, 2012 - Sept 30, 2013	City of Austin 12 month Oct 1, 2013 - Sept 30, 2014	TOTAL Budget (ALL funding sources) April 1, 2012 - Sept 30, 2014
Salaries				
Benefits				
A. SUBTOTALS: PERSONNEL	$ -	$ -	$ -	$ -
OPERATING EXPENSES				
General Operating Expenses				
Consultants/Contractual				
Staff Travel				
Conferences/Seminars/Training				
B. SUBTOTALS: OPERATING EXPENSES	$ -	$ -	$ -	$ -
DIRECT ASSISTANCE				
Food/Beverage for Clients				
Financial Assistance for Clients (e.g. rent, mortgage, utilities)				
Other (specify) Program Supplies				
C. SUBTOTALS: DIRECT ASSISTANCE	$ -	$ -	$ -	$ -
EQUIPMENT/CAPITAL OUTLAY – Per Unit Cost Greater than $1000 Only				
Capital Outlay				
D. SUBTOTALS: EQUIPMENT/CAPITAL OUTLAY	$ -	$ -	$ -	$ -
GRAND TOTAL (A + B + C + D)	$ -			$ -
PERCENT SHARE of Total Funding:	**#DIV/0!**	**#DIV/0!**	**#DIV/0!**	
Contract Amount Available	**$ 176,409**	**$ 100,000**	**$ 100,000**	**$ 376,409**

City of Austin Health and Human Services Department

PROGRAM BUDGET NARRATIVE

Agency:_____ Program:_____

Please explain the budget line items included in your Program Budget

PERSONNEL	**NARRATIVE**
Salaries - Regular time	
OPERATING EXPENSES	
General Operating Expenses	*(Examples: Postage; general office supplies; telephone service; rent; utilities, etc.)*
Consultants/Contractual	*Only for provision of direct services to clients.*
Staff Travel - *within Travis County*	
Conferences/Seminars/Trng. - *within Travis County*	
DIRECT ASSISTANCE	
Food/Beverage for Clients (NOTE: Alcoholic beverage expenditures are not eligible or allowable)	
Financial Assistance for Clients (*e.g. rent, mortgage, utilities*)	
Other (*specify*)	
EQUIPMENT/CAPITAL OUTLAY	
EQUIPMENT/CAPITAL OUTLAY – Per Unit Cost Greater than $1000 Only	

STAFF POSITIONS & TIME
Full-Time Equivalents (FTE's)

List Program Positions by Title	% of Time for this Program
TOTAL % of FTEs	

PROGRAM FUNDING SUMMARY

Funding Sources	Grant/Contract Name	Funding Period	Funding Amount
City of Austin			
City of Austin			
City of Austin			
Travis County			
Travis County			
Federal			
Federal			
State			
State			
United Way			
Contributions			
Program Income/ Fees			
Other (Specify)			
Other (Specify)			
Other (Specify)			
		TOTAL PROGRAM FUNDING	**$**

City of Austin Health and Human Services Department

Section 600: APPLICATION PREPARATION INSTRUCTIONS

Administrative and Fiscal Review Required

Applicants must have a current Administrative and Fiscal Review (AFR) on file with the Health and Human Services Department for evaluation. If an AFR is not on file, the Applicant must submit a complete AFR no later than the RFA Due Date and Time. The AFR shall be submitted separately from the Application, and may be reviewed separately from and prior to the opening of the Applications. An agency's Application will not be reviewed unless the agency has submitted an AFR. If your agency does not have an AFR on file, please contact Human Services Administration Unit at CityHS@austintexas.gov for a copy of the current document requirements.

Application Preparation Instructions

1. The Applicant must submit its application to HHSD in a sealed envelope labeled:
   City of Austin HHSD
   C/o Natasha Ponczek
   Request for Applications **#2012-001 Permanent Supportive Housing Services**
   [NAME OF AGENCY]
   Date and time submitted using the timestamp in the lobby of Building E

2. Application must be no longer than 10 pages, not including cover letter, signed certifications, MOUs, housing funding documentation and budget forms.

3. The Applicant must use Times New Roman font, no smaller than size 11. An original Application and three copies must be printed double-spaced on single-sided 8½ x 11 inch plain white paper. Do not submit booklets, pamphlets, or other bulky items. Do not use covers, card stock, staples, binders, notebooks, or dividers with tabs. Fasten the proposal with binder clips only.

4. The Application shall be organized in the following format and informational sequence. All pages shall be sequentially numbered with the agency and program name on each page.

Part A: One-page Executive Summary on agency stationary (not included in page limit) including:

a. The name of the proposed program and the amount of funding requested.
b. The name, address, email address and telephone number of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.
c. A brief description of how the application will address the City's Permanent Supportive Housing Strategy goals as described in Section 500 on page 2.
d. A brief summary of the proposed system concept and solution
e. A statement that the Application is valid for a minimal period of one hundred and twenty (120) days subsequent to the RFA closing date.
f. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities; and compliance with terms of this RFA.

Part B: Table of Contents

Part C: Required Attachments – completed forms #700, #800, #900, MOUs, Proof of HUD or NHCD funding of housing units

Part D: Work Statement (ten-page limit)

Part E: Budget forms (editable forms are provided)

Due Date and Time

The Application must be submitted to HHSD no later than 12:00 PM, Wednesday, March 21, 2012. Late applications will NOT be accepted.

5. Exceptions

If any exceptions are taken to any portion of the Solicitation, the Applicant must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Application. The failure to identify exceptions with a full explanation will constitute acceptance by the Applicant of the Solicitation as proposed by the City. The City reserves the right to reject an Application containing exceptions, additions, qualifications or conditions not called for in the Solicitation.

6. Application Preparation Costs

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

City of Austin, Texas
Equal Employment/Fair Housing Office
700: NON-DISCRIMINATION CERTIFICATION (RFA)

I hereby certify that our firm conforms to the City Code, TITLE 5, Chapter 5-4: Discrimination in Employment by City Contractors, § 5-4-2, Discriminatory Employment Practices Prohibited as reiterated below:

The Contractor has agreed:

(1) Not to engage in any discriminatory employment practice defined in Chapter 5-4;

(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 Chapter 5-4. Such affirmative action shall include, but not be limited to, employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment;

(3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provision of Chapter 5-4;

(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, sex or age;

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the Contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in Chapter 5-4 and to take affirmative action to implement the policies and provisions of that Chapter;

(6) To cooperate fully with the City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practice is being carried out; and

(7) To require that all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined Chapter 5-4.

_____

Contractor's Name

_____

Signature of Officer or Authorized Representative Date

City of Austin, Texas
900: 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 Offeror 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.

Contractor's Name: _____

Signature of Officer or Authorized Representative: _____ Date: _____

Printed Name: _____

Title _____

ATTACHMENT A:

INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. GENERAL REQUIREMENTS APPLICABLE TO ALL CONTRACTORS' INSURANCE.

The following requirements (A-J) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Human Services Administration Unit upon request. Execution of this Contract will not occur until such evidence of insurance has been provided and accepted by the City.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Human Services Administration Unit. The Certificate(s) shall show the City of Austin Contract number and all endorsements by number.

E. Insurance required under this Contract which names City of Austin as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or Subcontractor(s).

K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. SPECIFIC REQUIREMENTS

The following requirements (II.A - II.D, inclusive) apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are

   $100,000 bodily injury each accident
   $100,000 bodily injury by disease
   $500,000 policy limit

3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:

   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:

   $500,000* combined single limit per occurrence for coverage A and B.

   *<u>Supplemental Insurance Requirement</u>
   If eldercare, childcare, or housing for clients is provided, the required limits shall be: $ 1,000,000 per occurrence

2. The Policy shall contain or be endorsed as follows:

   a. Blanket Contractual liability for this Contract
   b. Products and Completed Operations
   c. Independent Contractor Coverage

3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

   a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. City of Austin named as additional insured (Form CG 2010)

4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of $500,000 per occurrence.

C. The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

D. Business Automobile Liability Insurance

1. Minimum limits:

   $500,000 combined single limit per occurrence

   a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $1,000,000 per occurrence.

   b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: $100,000/$300,000/$100,000 may be provided in lieu of Business Automobile Liability Insurance.

2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:

   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. City of Austin named as additional insured (Form TE 9901B)

E. Professional Liability Insurance

Coverage shall be provided with a minimum limit of $500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

F. Blanket Crime Policy Insurance

A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

G. Directors and Officers Insurance

Directors and Officers Insurance with a minimum of not less than $1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

H. Property Insurance

If the Contract provides funding for the purchase of property or equipment the Contractor shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.