CITY OF AUSTIN, TEXAS
Health and Human Services Department
REQUEST FOR APPLICATION (RFA)

SOLICITATION NO: DFA2016MA

DATE ISSUED: 2/4/16

NON-MANDATORY PRE-PROPOSAL CONFERENCE DATE AND TIME: 2/10/16 2:00-3:30 pm, local time

LOCATION: South Austin Neighborhood Center, 2508 Durwood, Tree Conference Room

APPLICATION DUE PRIOR TO: 2/26/16, Noon, local time

APPLICATION CLOSING TIME AND DATE: 2/26/16, Noon, local time

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

Maria Allen
Health and Human Services Manager
Phone: (512) 972-5086
E-Mail: Maria.Allen@austintexas.gov
Questions regarding the RFA shall be sent to
Maria.Allen@austintexas.gov

All documents shall be submitted the address below:

City of Austin, Health Department
7201 Levander Loop, Building H
Austin, Texas 78702
Reception Phone: (512) 972-5014

Please note, you should have two sealed envelopes with your Offer. All Offers that are not submitted in separate, sealed envelopes or containers will not be considered. Your Offer should consist of a sealed envelope or container with your Threshold Review Checklist and all accompanying documents and a separate sealed envelope or container with your Application and electronic copies.

SUBMIT 1 ORIGINAL AND 4 ELECTRONIC COPIES OF YOUR RESPONSE ON A FLASH DRIVE

*****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	5
0500	SCOPE OF WORK	4
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0610	APPLICATION THRESHOLD CHECKLIST	1
0645	PROGRAM STAFF POSITIONS AND TIME	1
0650	PROGRAM BUDGET AND NARRATIVE	3
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

*** 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 these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to 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 and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

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:_____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative:_____

Title:_____

Signature of Officer or Authorized Representative:_____

E-Mail Address: _____

Phone Number: _____

Date: _____

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

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

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 Maria.Allen@austintexas.gov by 5 PM on February 19, 2016. Questions not submitted to the email address above or after the deadline will not be addressed. Questions and Answers will be available at the following link: http://austintexas.gov/article/direct-financial-assistance-solicitation

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

   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.G, 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.
   *Supplemental Insurance Requirement
   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.

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

C. 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.

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 CA 0444)
b. Thirty (30) day Notice of Cancellation (Form CA 0244)
c. City of Austin named as additional insured (Form CA 2048)

D. **Professional Liability Insurance**

Coverage shall be provided with a minimum limit of $1,000,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

E. **Blanket Crime Policy Insurance**

A Blanket Crime Policy providing coverage for employee dishonesty 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 the HHSD Director.

F. **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.

G. **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.

H. **Commercial Crime Insurance** for all losses emanating from the handling of checks or cash including but not limited to losses resulting from dishonest or criminal acts, fraud, embezzlement, forgery, misappropriation or loss of funds and errors in the processing or reporting of funds. This policy shall be written for a minimum limit of the sum total dollar amount of City contracts for social services.

III. **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 9 months and may be extended thereafter for up to 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 180 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. **RECYCLED PRODUCTS:**

A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.

B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at http://www.epa.gov/cpg/.

5. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

7. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

SECTION 0500
SCOPE OF WORK
SOLICITATION NO. DFA2016MA
Description: Fiscal Agent for Direct Financial Assistance

1.0 introduction

The overall objective for this competitive solicitation is to establish an agreement with one community-based organization to operate as Fiscal Agent for Direct Financial Assistance to manage and distribute the Community Services Block Grant (CSBG) direct financial assistance funds for case management clients of the Austin/Travis County Health and Human Services Department's Neighborhood Centers. The Fiscal Agent will make payments and request reimbursement on a monthly basis from the City.

The City of Austin seeks applications in response to this Request for Applications (RFA) from qualified providers (Applicants) with demonstrated organizational experience and infrastructure to function as a fiscal agent to provide the following services:

1) Receive payment requests from Neighborhood Center case managers;
2) Verify documentation to ensure appropriate payments with vendors and designated City staff;
3) Make timely payments to vendors;
4) Track payments made
5) Provide expenditure reports, including general ledgers, on a monthly basis; and
6) Provide overall accounting for the entire direct client assistance fund
7) Ensure confidentiality of all client data collected

The initial term of the contract will be for 9 months, with the total amount available for the direct financial assistance program is $92,544, including the contractor's operating expenses. There will be two 12-month extension options contingent upon approval by the Texas Department of Community Affairs and/or City Council action and other considerations.

2.0 Background

The Community Services Block Grant (CSBG) assists local Community Action Agencies (CAA) and other eligible entities serving all 254 Texas counties to provide local essential services to those living in poverty. As the designated "Community Action Agency" for Travis County, the City of Austin is required to provide services and activities that address employment, education, income management, housing, nutrition, emergency services, and/or health services to combat the central causes of poverty. The overall goal is to transition persons out of poverty. With the cost of living in Travis County steadily increasing, many individuals and families struggle to maintain their housing and utilities. For case management clients of the Health and Human Services Department's (HHSD) Neighborhood Centers, assistance with housing and utility costs can help achieve stability as they work toward transitioning out of poverty.

The intent of CSBG is to promote economic self-sufficiency through the provision of temporary financial assistance, case management, employment support, and/or other services. CSBG is designed to serve low-income families, and individuals, primarily those whose incomes are less than 125% of the Federal Poverty level, in achieving and maintaining self-reliance after this temporary assistance ends.

3.0 Program Services and Delivery Structure

The role of the CSBG Fiscal Agent is one component of the broader CSBG program. Information regarding the broader CSBG program is provided to give applicants additional data about the structure of the case management program through which direct financial assistance will be provided.

The other key components of the CSBG program will entail:

- Neighborhood Center social workers who provide case management services
- Neighborhood Center supervisors and management staff
- Other Neighborhood Center staff such as community workers
- Other City HHSD staff

4.0 Definitions

4.1 Social Workers: The role of the Neighborhood Center social workers will be to enroll families and individuals into the case management program, develop service plans, and determine eligibility for direct financial assistance.

4.2 Neighborhood Center Supervisors and Management Staff: The role of Neighborhood Center supervisors and management staff will be to provide oversight of the direct financial assistance program, and work with social workers to ensure correct eligibility determination and appropriate use of funds.

4.3 Other Neighborhood Center Staff: Other Neighborhood Center staff, such as community workers, may assist Neighborhood Center social workers in identifying appropriate candidates for case management and direct financial assistance.

4.4 Direct Financial Assistance: – Payments made on behalf of eligible case management clients to landlords and utility companies using CSBG funds.

5.0 Contractor Responsibilities

5.1 The Fiscal Agent shall be responsible for management and distribution of the direct financial assistance funds. The Agent shall make payments to landlords and utility companies on behalf of CSBG clients, after the assistance is approved by Neighborhood Services staff, primarily social workers and their supervisors.

5.2 Fiscal Agent shall verify documentation such as W-9 forms, deposit, lease or utility bill amounts in conjunction with the City staff to ensure appropriate payments with vendors and designated City staff.

5.3 Fiscal Agent shall make payments to vendors with pay requests processed no more than five business days after receipt

5.4 Fiscal Agent shall track payments using a general ledger report that includes information on amount of each payment made, description of the payment, name of payee, name of City staff requesting payment and date authorized, and date requests were received by the fiscal agent and payment made.

5.5 Provide expenditure reports, including general ledgers, on a monthly basis by close of business no later than the 10th of the month following the month checks were cut; and provide overall accounting for the entire direct client assistance fund which reflects all expenses charged to the City as Fiscal Agent.

5.6 Fiscal Agent shall request reimbursement of all payments made on behalf of CSBG clients and contractor operating expenses on a monthly basis.

5.7 Ensure all funds are distributed and CSBG requirements are met by deadlines as agreed with the City

6.0 City Responsibilities

6.1 The City will determine eligibility for rent and utility assistance for clients and provide the Fiscal Agent payment requests from Neighborhood Center case managers.

6.2 Work with fiscal agent staff to verify documentation and payment amounts as needed; receive monthly expenditure reports to monitor and manage the utilization of the direct client assistance funds; identify trends in usage and initiate adjustments that may be warranted to meet program goals.

6.3 Provide oversight of staff involved in providing direct financial assistance to clients, and ensure correct eligibility determination and appropriate use of funds.

6.4 Submit monthly reports to the Texas Department of Housing and Community Affairs to meet grant requirements.

6.5 Monitor subcontract to ensure that all City and CSBG requirements are met.

7.0 Eligible Applicants

a. Any nonprofit or governmental agency that can legally enter into an agreement with the City (as verified by the City Purchasing Office).
   1. City policy does not permit entering into an agreement with an entity that owes taxes to the City.
   2. The Applicant and its principals may not be currently suspended or debarred from doing business with the Federal Government, as indicated by the United States General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

b. Applicants shall be able to meet the City's insurance requirements for social service agencies. See the insurance requirements in Section 0400 of the RFA.

c. Applicant's two most recent consecutive audit years:
   1. Shall reflect an unqualified and/or unmodified audit opinion
   2. Shall not reflect a "Going Concern Uncertainty"
   3. Shall not reflect financial management issues unless Applicant can provide evidence that necessary changes have been implemented.

d. Applicant's Board of Directors shall:
   1. Have specific terms delineated by a beginning and ending date
   2. Meet in person a minimum of three times per fiscal year
   3. Have a process to review program performance, approve budgets, review financial performance and approve audit reports.

e. Within the last ten years, the Applicant shall have a minimum of two years successful experience administering federal contracts and providing the proposed services as a fiscal agent

f. Applicant shall conduct and maintain documentation of criminal background investigations for all current staff, volunteers, interns or any other individuals involved in administering the direct financial assistance program, such background investigations shall be conducted annually.

g. Applicant shall meet all Federal and State requirements related to CSBG services. Additional information regarding CSBG, including legislation authorizing the program, may be found at: http://www.acf.hhs.gov/programs/ocs/resource/community-services-block-grant-statute.

All Applicants must submit the following documents in a sealed envelope in the same package as their application:

a. Completed Application Threshold Checklist (Section 0610)

b. Current Board of Directors by-laws
c. Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
    1. reviews program performance
    2. approves budgets
    3. reviews financial performance
    4. approves audit reports
d. Copy of the most recently filed 990 or 990 EZ, or Extension to File documentation (no older than FY 2012)
e. A complete set of audited financial statements which include the auditor's opinion and any management letters, covering the two most recent consecutive audit years

CITY OF AUSTIN
HEALTH AND HUMAN SERVICES DEPARTMENT
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: DFA2016MA

APPLICATION SUBMISSION REQUIREMENTS

The Applicant must submit its response in two **SEPARATE** sealed envelopes.

ENVELOPE #1 – THRESHOLD REVIEW

This sealed envelope must contain the following:

1. **Application Threshold Checklist – Section 0610**
2. Required Attachments

The envelope should be labeled: THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]
[NAME OF PROPOSED PROGRAM]

ENVELOPE #2 – APPLICATION DOCUMENTS

This sealed envelope must contain the following:

1 original and 4 flash drives each containing all the elements below:

1. Executive Summary
2. Application
3. Attachments

The envelope should be labeled: APPLICATION DOCUMENTS
[NAME OF AGENCY]

BOTH SETS OF ENVELOPES SHOULD BE SHIPPED IN A BOX (OR BOXES) WITH THE SOLICITATION NUMBER DFA2016MA CLEARLY MARKED ON THE OUTSIDE AND IDENTIFY WHICH ENVELOPE IS IN WHICH PACKAGE.

CITY OF AUSTIN
HEALTH AND HUMAN SERVICES DEPARTMENT
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: DFA2016MA

Executive Summary

The Executive Summary cannot exceed two (2) pages using the Application Format guidelines listed below and must include:

1. A brief description of the Applicant

2. A brief summation of how the Applicant plans to meet the requirements for the Fiscal Agent for Direct Financial Assistance

3. A statement of the Applicant's compliance with all applicable rules and regulations of Federal, State and Local governing entities is required. The Applicant must state compliance with all terms of this Request for Application (RFA).

Application Format

The Applicant must use size 12 Times New Roman font. An original Application must be printed double-spaced on single-sided 8½ x 11 inch plain white paper with 1" margins and no Page Scaling. 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.

An application cannot exceed **8 (eight) pages**, excluding executive summary, table of contents, signed certifications, budget forms, resumes, job descriptions or other required attachments outlined in the sections below. An **additional 5 (five) pages** is allowed if an application responds to any or all of the items in Section V of this RFA.

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

SECTION I. Prior Experience **Total points: 25**

A. Overall Evaluation Factors Regarding Applicant

1. Describe the Applicant's experience within the last five (5) years managing relevant local, state, and/or federal grants or contracts and include the contact information of the funder for each grant or contract(s) identified, e.g., Funder Contact's name, title, and phone number.
    a. The Applicant must describe any relevant City of Austin Health and Human Services Department funding received within the last five (5) years.

Attach all monitoring reports received within the previous 24 months of administering the relevant City of Austin Health and Human Services Department, other local, state, and/or federal grants or contracts.

2. Describe experience within the last five (5) years providing services identical and/or similar to those proposed in this application.

3. Describe average turn-around time for making authorized payments to vendors

4. Describe system for monitoring funds utilization and appropriate notification regarding any concerns as they arise.

SECTION II. Project Activities **Total points: 25**

Describe in detail how the agency will meet the requirements of the Scope of Work for this Request for Application. Include the following information in your proposal:

1. The structure for accepting payment requests and processing payments to vendors as the fiscal agent.

2. The process for ensuring timely payments to vendors on behalf of CSBG clients

3. Anticipated turn-around time between receiving a request for payment and payments made to vendors

4. Oversight and management of the program.

SECTION III. Project Staffing and Management Structure **Total points: 15**

1. Describe the overall staffing plan to accomplish activities including project leadership and reporting responsibilities. Chart which specific staff will be involved, including leadership and reporting responsibilities and the person or persons who will interface with City project management and team personnel

2. Describe individual experience for personnel who will be actively engaged in the project. Supply the project title, year, reference name, title, email, and phone number of principal person for whom prior projects were accomplished. Provide detailed background information, including professional training, licenses, and certifications.

3. Attach resumes or position descriptions for key staff to perform the described services and/or activities, including qualifications of the Chief Fiscal Officer responsible for the budget.

4. Describe how your agency will administer the direct financial assistance in accordance with Texas Administrative Code Title 10, Part 1, Chapter 5, Subchapter A, Rule 5.3 regarding procedures for approving financial transactions, internal control, segregation of duties.

SECTION IV. Data Management and Program Evaluation **Total points: 10**

1. Describe how the agency will address all aspects of data management, for both hard copy and electronic records, including: data collection, data entry, data integrity and confidentiality, and the generation of required reports.

2. What monitoring or oversight will be provided to ensure complete and standardized records? Describe how data is used to identify problems, steps to determine corrective actions, and how the Applicant will ensure corrective actions will be effective.

3. What steps will be taken to ensure that required reports can be generated within required timelines?

SECTION V – Cost Effectiveness **Total points: 25**

The application will be evaluated on how well it addresses **all** of the following:

A. Budget

Applicants must use Section 0650 – Program Budget and Narrative to provide the required budget information. All expenses should be identifiable, reasonable, and necessary. For the purposes of CSBG, all operational costs (including supervision and other administrative functions) shall be included in the total contract amount of $92,544.

Eligible Expenses:

1. Direct Financial Assistance may include:
    1. Rental application fees
    2. Security deposits
    3. Rent payments
    4. Utility deposits
    5. Utility payments (including arrears, required to re-establish or maintain service)

2. Personnel and Operations Costs (including direct wages, and administrative costs related to management, supervision and oversight) The proposed personnel and operations costs as a percentage of the overall budget will be a determining factor in awarding the contract

3. Describe the Applicant's fundraising and administrative percentage, calculated from its most recent Form 990. To do so, add the amount in Part IX (Statement of Functional Expenses), Line 25, Column C (Management and General Expenses) to the amount in Line 25, Column D (Fundraising Expenses), and divide the sum by Part VIII (Statement of Revenue), Line 12, Column A (Total Revenue), and multiply the result by 100. No other methods may be used to calculate this percentage.

   For organizations that filed the short form (IRS Form 990EZ), utilize the long form (IRS Form 990) at http://www.irs.gov/pub/irs-pdf/f990.pdf (and instructions http://www.irs.gov/pub/irs-pdf/i990.pdf) to determine your fundraising and administrative percentage calculation. Your organization is not required to complete and resubmit the entire long form to the IRS, but must determine the calculation from the long form (IRS Form 990) parts identified above.

SECTION V – Bonus Evaluation Points **Total points: 10**

A. Healthy Service Environment

Maximum 10 points

A maximum of 10 points will be awarded for Applicants who create a healthy service environment for their clients, visitors, and staff. Applicants will be awarded the point values indicated below for having implemented or agreeing to implement prior to 3/01/16 any or all of the four (4) Healthy Service Environment policies with a maximum award of 10 points for all four (4) policies described below.

- Tobacco-free Campus (**3 points**) - Applicant has established and is enforcing a tobacco-free worksite policy and has developed initiatives and programming that promotes tobacco-free living. A tobacco-free campus policy states:
  - Use of tobacco products of any kind are not permitted on any property owned, leased, or rented by the organization (indoors and outdoors). This also includes parking areas and company cars. The policy applies to all employees, sub-grantees, temporary workers and visitors.

- Mother-Friendly Workplace (**3 points**) - Applicant actively promotes and supports breastfeeding by employees and maintains a written worksite lactation support policy that is regularly communicated to employees. The policy includes:
  - employer provides work schedule flexibility, including scheduling breaks and work patterns to provide time for expression of milk;
  - the provision of accessible locations allowing privacy;
  - access nearby to a clean, safe water source and a sink for washing hands and

rinsing out any needed breast-pumping equipment; and
- access to hygienic storage alternatives in the workplace for the mother's breast milk (may include the allowance of personal coolers onsite).

- Employee Wellness Initiative (**3 points**) - The Applicant has a comprehensive Employee Wellness Initiative in place that promotes nutrition, physical activity, tobacco-free living, and the mental health of employees. The initiative encompasses healthy changes to the physical worksite environment as well as formal, written health promotion policies, programs or benefits impacting all employees. The initiative is promoted through educational and issue awareness efforts by the Applicant, signage and a supportive company culture, championed by leadership.

- Violence Prevention Policy (**1 point**) - The Applicant is committed to providing a safe environment for working and conducting business. The Applicant will not tolerate or ignore behaviors that are threatening or violent in nature. The Applicant has a procedure to provide guidance for identifying and reporting threats and workplace violence.

1. If applicable, describe how the Applicant has implemented one or more of the Healthy Service Environment policies outlined above. Include the approved and signed policy/policies as an attachment to the application.

2. If applicable, describe how the Applicant plans to implement one or more of the Healthy Service Environment policies outlined above. Include the key personnel, by position name only, responsible for ensuring implementation. Also, describe any technical assistance which will be provided to assist the Applicant to implement the selected policy/policies.

Technical assistance is available from the City of Austin Health and Human Services Department Chronic Disease Prevention and Control Program to assist Applicants in planning and implementing a Tobacco-free Campus policy, Mother-Friendly Workplace policy and Employee Wellness Initiative. They can be contacted at 512-972-6760.

Additional Information:

Proposal Acceptance Period: All applications shall be valid until award, negotiation, and execution of agreements as directed by Austin City Council.

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 must 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 must 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.

Authorized Negotiator: Include name, address, and telephone number of person in your organization authorized to negotiate Grant Agreement terms and render binding decisions on Grant Agreement matters.

Exceptions: Please be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the application.

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.

Section 0610
Application Threshold Checklist

AGENCY NAME: _____

I. BOARD OF DIRECTORS

☐ Yes ☐ No 1. The Board meets regularly (at least three times per year)
☐ Yes ☐ No 2. Board members have specific terms with beginning and ending dates

II. FINANCIAL STABILITY

☐ Yes ☐ No 1. Agency has submitted all due 990 tax returns to the IRS
☐ Yes ☐ No 2. Agency has received an unqualified and/or unmodified audit opinion for the two most recent consecutive audit years
☐ Yes ☐ No 3. Audit does not reflect "going concern uncertainty" for the two most recent consecutive audit years
☐ Yes ☐ No 4. No material financial management issues were cited in the most recent audit. If issues were noted, agency has implemented necessary changes.

III. AGENCY ADMINISTRATION

☐ Yes ☐ No 1. Agency is eligible to contract and not debarred from contracting, according to SAM.gov (www.sam.gov) and City Debarment information (City of Austin Suspended & Debarred Vendors)

IV. AGENCY CERTIFICATION

☐ Yes ☐ No 1. Agency is current in its payment of Federal and State payroll taxes
☐ Yes ☐ No 2. Agency does not owe past due taxes to the City
☐ Yes ☐ No 3. Within the last 5 years, Agency has a minimum of 2 years experience working with target populations and providing proposed services to clients
☐ Yes ☐ No 4. Board minutes reflect that the Board regularly reviews program performance
☐ Yes ☐ No 5. The Board annually approves the budget and reviews financial performance

***Please attach a written explanation for any item above marked as "No"**

By signing below, the Agency understands the information published at http://austintexas.gov/article/direct-financial-assistance-solicitation is fully incorporated into this solicitation.

Certified by: Agency Executive Director: _____ _____
Signature Date

Agency Board Chair: _____ _____
Signature Date

Verified by: City Staff: _____ _____
Signature Date

Approved: ☐ Yes ☐ No

SECTION 645
Program STAFF POSITIONS & TIME

List this program's position titles only (do not include staff names) and provide the corresponding number of Full Time Equivalent (FTE) positions which are assigned to this specific program.

List Program Positions by Title	FTE's for this Program
TOTAL FTEs =	

SECTION 0650
PROGRAM BUDGET AND NARRATIVE

Applicant must input all proposed budget line items per the applicable categories.

- **ALL LINE ITEM AMOUNTS MUST BE WHOLE DOLLARS ONLY.**
- The dollar amount requested in your Application's Program Budget and Narrative must reflect a nine (9) month amount of funding.
- The Personnel line item includes Salaries plus Benefits (combined).
- General Operating Expenses: Include for this line item all operating expenses which are NOT included in any other line item). Examples are any Travel/ Training/ Conferences WITHIN Travis County, Insurance/Bonding, Audit expenses, equipment costing $5,000 or less, general office supplies, rent; utilities, telecommunications, postage, etc.
- Consultants/Contractuals: Applicants shall combine all proposed amounts into one line item. Only consultant/contractual expenses for direct client services are to be included here; other consultant/contractual services should be included in General Operating Expenses.
- Financial Assistance to Clients includes assistance with rent or utilities as specified in this RFA.
- Any items in the category "Other" must be specified
- Calculate and check all subtotals and totals, including the percentages by funding source at the bottom, and ensure all line item amounts, subtotals, and totals are in WHOLE DOLLARS.

SECTION 0650
PROGRAM BUDGET AND NARRATIVE

Program's Line Item Budget	Requested CITY OF AUSTIN Amount
1. Salaries and Benefits	
A. Subtotal: PERSONNEL	
2. General Operating Expenses	
3. Consultants/Contractuals	
B. Subtotals: OPERATING EXPENSES	
4. Financial Assistance for Clients	
5. Other (describe)	
C. Subtotals: DIRECT ASSISTANCE	
GRAND TOTALS (A + B + C)	

SECTION 0650
Program Budget NARRATIVE

PERSONNEL	NARRATIVE/ Descriptions
1. Salaries and Benefits	
OPERATING EXPENSES	
2. General Operating Expenses	
3. Consultants/Contractuals	
DIRECT ASSISTANCE	
4. Financial Assistance for Clients	
5. Other (*specify*)	

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues 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:_____