



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR QUALIFICATION STATEMENTS (RFQS)
OFFER SHEET

SOLICITATION NO: RFQS 4700 EAD4000

DATE ISSUED: August 6, 2018

REQUISITION NO.: 18071200614

COMMODITY CODE: 95243

COMMODITY/SERVICE DESCRIPTION: ARCH Shelter
Operations & Services

NON-MANDATORY PRE-RESPONSE CONFERENCE TIME AND DATE: August 16, 2018, 10:00 AM – 11:00 AM. Conference call available: (512) 974-9300 Code: 810786

LOCATION: Municipal Building, 124 W. 8th Street, 3rd Floor
Conference Room, Austin, TX 78701

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

Erin D'Vincent
Procurement Specialist IV
Phone: (512) 974-3070
E-Mail: erin.dvincent@austintexas.gov

RESPONSES DUE PRIOR TO: September 6, 2018 at 2:00 PM,
local time

RESPONSE OPENING TIME AND DATE: September 6, 2018 at
3:00 PM, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Marian Moore
Procurement Specialist III
Phone: (512) 974-2062
E-Mail: marian.moore@austintexas.gov

LIVE SOLICITATION OPENING ONLINE: For RFQS's, only the
names of respondents will be read aloud

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

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

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

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFQS 4700 EAD4000	Purchasing Office-Response Enclosed for Solicitation # RFQS 4700 EAD4000
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

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

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200 V2	STANDARD SOLICITATION INSTRUCTIONS, UPDATED JUNE 26, 2018	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	5
0500	SCOPE OF WORK	11
0600	RESPONSE PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0610	APPLICATION THRESHOLD CHECKLIST	1
0630	EXCEPTIONS	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810 V2	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION, UPDATED JUNE 26, 2018	*
0900	SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM – Complete & return	1
0905	SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN – Complete and return if applicable	3

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized
Representative: _____

Title: _____

Signature of Officer or Authorized
Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Qualifications Statement must be submitted with this signed 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 the Purchasing Office by email to erin.dvincent@austintexas.gov at least fourteen (14) calendar days before the solicitation due date.

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

Offeror shall have, and shall require all Subgrantees/subcontractors (if applicable) of every tier providing services to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Offeror and/or Subgrantee/subcontractors pursuant to applicable generally accepted business standards. Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I. General Requirements

The following requirements (A-J) apply to the **Offeror and to Subgrantee(s)/subcontractor of every tier** performing services or activities pursuant to the terms of this contract. Offeror acknowledges and agrees to the following concerning insurance requirements applicable to Offeror and Offeror's Subgrantee/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 Austin Public Health Department 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 Austin Public Health Department. The Certificate(s) shall show 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 Offeror make reasonable adjustments when the scope of services has been expanded.
- I. Offeror shall not allow any insurance to be cancelled or lapse during any term of this Contract. Offeror shall not permit the minimum limits of coverage to erode or otherwise be reduced. Offeror 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 Offeror or Subgrantee/subcontractor(s).
- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

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II. Specific Requirements

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

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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 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 \$500,000 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 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.

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 Contract 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 Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Offeror 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 Offeror shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence on April 1, 2019, unless otherwise amended, and shall remain in effect until September 30, 2021. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

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- 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.

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

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

Invoices shall be mailed or emailed to the below address:

	City of Austin
Department	Austin Public Health
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767
Email	HHSDAPInvoices@austintexas.gov

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

5. **GRANTEE POLICIES AND PROCEDURES:**

Offeror/Grantee shall maintain written policies and procedures approved by its governing body and shall make copies of all policies and procedures available to the City upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel and Personnel Grievance; Nepotism; Non-Discrimination of Clients; Client Grievance; Drug Free Workplace; the Americans with Disabilities Act; Conflict of Interest; Whistleblower; and Criminal Background Checks.

6. **CRIMINAL BACKGROUND CHECKS:**

Offeror/Grantee and Subgrantee(s) agree to perform a criminal background check on individuals providing direct client services in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with Intellectual and Developmental Disabilities (IDD). Offeror/Grantee shall not assign or allow an individual to provide direct client service in programs designed for children under 18 years of age, seniors 55 years of age and older, or persons with IDD if the individual would be barred from contact under the applicable program rules established by Title 40 of the Texas Administrative Code.

7. **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

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agencies through an interlocal cooperative agreement.

8. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

Per §2-7-102-(A)(1), this solicitation is exempt from the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement.

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

Neil Hackett

Neil.Hackett@austintexas.gov

(512) 972-5026

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Revised August 23, 2018

Introduction

The Austin Resource Center for the Homeless (ARCH), which opened in 2004, is a 28,000+ square foot facility designed to offer a variety of services for individuals experiencing homelessness with the goal of resolving individuals' housing crises. The City of Austin owns the building and contracts with a nonprofit agency to provide emergency shelter services, connection to housing services, facility operations and facility management.

On October 12, 2017, Austin City Council passed Resolution No. 20171012-015, directing the City Manager to conduct a stakeholder engagement process to redefine the scope of services at the ARCH, with a focus on operating within the intended built capacity. The resolution also directs that the scope consider recommendations from the Bloomberg iTeam, the Ending Community Homelessness Coalition (ECHO)'s Action Plan, the National Alliance to End Homelessness, and other community partners and stakeholders. Documents used to inform the following Scope of Work can be found on the Austin Public Health website at: <http://www.austintexas.gov/article/seeking-operators-provide-arch-shelter-operations-services>.

1.0 Purpose

The City of Austin ("City") seeks a qualified nonprofit or governmental entity to provide emergency shelter services and connection to permanent housing services at the Austin Resource Center for the Homeless (ARCH) at 500 E. 7th Street, Austin, Texas, 78701.

2.0 Objective

The ARCH operator shall provide program services, facility management and operations necessary to provide emergency shelter to adult men experiencing homelessness. A variety of housing-focused services shall be delivered with the objective of resolving an individual's housing crisis and connecting individuals experiencing homelessness to safe, stable housing.

3.0 Funding and Timeline

- 3.1 Approximately \$3 million in local and federal funding is available annually to operate the ARCH.
- 3.2 Housing programs such as rapid re-housing and permanent supportive housing are considered separate from this RFQS, and acknowledged as a necessary component of successfully transitioning individuals from emergency shelter to permanent housing. Coordinated housing programs may be provided by the ARCH operator and/or through service coordination with other community partners.
- 3.3 Offerors responding to this RFQS may respond on behalf of their own organization or may respond as the lead organization with formal subgrantees. Any grant agreement resulting from this RFQS will be executed between the City of Austin and the Offeror.

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4.0 Definitions

- 4.1 “Case Management” is defined as services that help persons who are homeless move through crisis towards stability, including developing an individualized case plan, assistance obtaining identification and required documentation, connecting clients to mainstream resources and housing resources.
- 4.2 “Chronically Homeless” is defined federally by the United States Department of Housing and Urban Development (HUD) as
- (1) A homeless individual with a disability who:
- Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - Has been homeless continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months
 - Occasions separated by a break of at least seven nights
 - Stays in institution of fewer than 90 days does not constitute a break
- (2) An individual who has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
- (3) A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
- 4.3 “Coordinated Entry/Coordinated Assessment” is defined as a process to assess the needs of homeless persons and to direct them to a particular housing solution in the community – Permanent Supportive Housing, Rapid Rehousing, or to determine if they only need minimal assistance to divert them from homeless shelters. The Coordinated Assessment (CA) is the assessment that prioritizes a person’s level of vulnerability compared to other homeless persons in the community who have been assessed with the same tool, and prioritizes serving persons ranked most vulnerable first. In Austin, the Coordinated Assessment is currently completed at walk-in centers and by phone by qualified staff at the Ending Community Homelessness Coalition.
- 4.4 “Emergency Shelter” is defined as a facility that provides temporary or transitional shelter for persons who are homeless, housing persons in dorms on bunks on mats, or in private rooms. Shelters serve the general homeless population or specific subpopulations such as families, single adult females or males, or those with specialized needs like mental health or substance use services.
- 4.5 “Housing First Shelter” is defined as a shelter with low barriers for entry, with no requirements for sobriety or drug testing, with a person-centered approach, only requiring engagement in case management and other services after an introductory period. The National Alliance to End Homelessness has developed the following Housing First principles:

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- Homelessness is foremost a housing problem and should be treated as such
 - Permanent housing is a right to which all are entitled
 - People should be returned to or stabilized in permanent housing as quickly as possible and connected to necessary resources to sustain housing
 - Issues that may have contributed to a household's homelessness can best be addressed once they are permanently housed
- 4.6 "Housing Navigation" is defined as services that bridge the gap between homelessness and stable housing by connecting people to permanent housing solutions.
- 4.7 "Low Barrier Shelter" is defined as housing where a minimum number of expectations are placed on people who wish to stay there. The aim is to have as few barriers as possible to allow more people access to services. Low-barrier facilities follow a harm reduction philosophy. See below for more about harm reduction.
- 4.8 "Permanent Housing" is defined as housing that is not time limited usually with a lease, and may include market rate apartments or those with permanent assistance or vouchers through a Housing Authority or permanent supportive housing program. It may also include living with family or housing where a client has time-limited rental assistance (through Rapid Rehousing, for example), but where the client has the option of transitioning in place to market rate rent or affordable rental rates.
- 4.9 "Permanent Supportive Housing" is defined as housing for homeless individuals that combines non-time limited affordable housing assistance with voluntary support services to address the needs of persons with complex mental or physical health, addictions, or cognitive challenges. The services are designed to build independent living and tenancy skills and connect people with healthcare, substance use treatment and employment services. In addition to ending a person's homelessness and increasing their housing stability, Permanent Supportive Housing has been shown to improve health and wellbeing.
- 4.10 "Rapid Re-housing" is defined as services that quickly connect persons, with a mid-range level of needs, to permanent housing by addressing their immediate barriers to permanent housing with housing location, financial assistance and housing stability case management.
- 4.11 "Shelter Diversion" is defined as services to assist a person in finding other safe and appropriate housing options than shelter. Diversion staff have creative and problem-solving conversations that help to identify whether individuals are fleeing an unsafe situation, have better alternative housing options, or need help to stay in the place where they have recently been staying to determine if there are any other safe housing resources available than shelter.

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5.0 Minimum Qualifications

- 5.1 Offeror shall have a minimum of five (5) years established, successful experience providing shelter services, case management, housing navigation, and shelter operations and maintenance in a jurisdiction of a metropolitan population equal to or greater than Austin, Texas.
- 5.2 Offeror shall be eligible to legally contract with the City of Austin and the U.S. Department of Housing and Urban Development (HUD)
- 5.3 Offeror shall have proven experience complying with local, state and federal funding requirements, including monthly reporting, segregation of funds, HUD habitability standards, etc.
- 5.4 Offeror shall have an active Board of Directors that meets regularly and reviews program performance, financial performance, and annually approves the agency budget. The Board of Directors shall have a strong commitment to fundraising to ensure well-funded, sustainable programs and operations.

6.0 Goals for ARCH Shelter Operations and Services

- 6.1 The City of Austin is dedicated to selecting a shelter operator with a strong understanding of the needs of individuals experiencing homelessness, and a demonstrated history of respect and compassion for their guests. The environment established by the operator – which includes staffing, guest participation, and opportunities for feedback – must reflect a positive, respectful culture. The shelter's programming will be focused on ending homelessness for guests by housing people as quickly as possible, using the Coordinated Entry system, and connecting households to other resources to help them stabilize once housed.
- 6.2 The ARCH will be operated under the following Principles of Service Delivery:
 - A. Housing First shelter principles
 - B. Emphasis on strategies for appropriate diversion from shelter
 - C. Low-barrier access to shelter (remove unnecessary barriers and improve access to those who need it most)
 - D. Case Management available to all staying in shelter
 - E. Prioritization of shelter beds/mats
 - F. Day Resource Center only available to shelter guests
 - G. Oversight and management of entrance and area outside shelter, including outreach to people camping outside the shelter
- 6.3 Key performance measures to evaluate the effectiveness of shelter and the shelter system include:
 - Exits to permanent housing
 - Length of stay in shelter
 - Rate of returns to homelessness

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7.0 Program Clients Served

- 7.1 Individuals served at the ARCH will be adult men experiencing homelessness, without regard to an individual's income or lack of income, criminal history background, or outside use of drugs or alcohol.
- 7.2 Clients receiving shelter services, case management, housing location and navigation services will have the following client eligibility, as defined by HUD:

HUD Category 1 – Literally Homeless

Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation
- Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, and local government programs
- or
- Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

HUD Category 4 – Fleeing / Attempting to Flee Domestic Violence

Any individual or family who:

- Is fleeing, or is attempting to flee domestic violence
- Has no other residence
- and
- Lacks the resources or support networks to obtain other permanent housing

8.0 Program Services and Delivery

8.1 Principles of Service Delivery

- 8.1.1 The ARCH will be operated under the following principles:
- A. Housing First shelter principles
 - B. Emphasis on strategies for appropriate diversion from shelter
 - C. Low-barrier access to shelter (remove unnecessary barriers and improve access to those who need it most)
 - D. Case Management available to all staying in shelter
 - E. Prioritization of shelter beds/mats
 - F. Day Resource Center only available to shelter guests
 - G. Oversight and management of entrance and area outside shelter, including outreach to people camping outside the shelter

8.2 General Shelter Structure

- 8.2.1 130 beds or mats will be available to adult men, configured to align with best practices on personal space calculations and code requirements.

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- 8.2.2 The shelter will be open and available 24/7 to shelter guests with minimal restrictions on entry and exit. Safety and security will be provided for persons and their belongings.
- 8.2.3 The commercial kitchen will be used to serve nutritious meals. Shelter guests will have access to toilets, sinks, showers, storage for personal belongings and other services.
- 8.2.4 All persons staying at the shelter will have access to case management services, linking them to appropriate housing programs.
- 8.3 Shelter Services
 - 8.3.1 When a person walks in the door, shelter staff will welcome each person, provide support and work to assess the needs of the individual.
 - 8.3.2 Shelter will be low-barrier, and will not restrict access due to an individual's lack of income, criminal history background, or outside use of drugs or alcohol.
 - 8.3.3 Access to shelter beds/mats will occur through a community developed prioritization process including factors such as high vulnerability due to physical health and mental/behavioral health conditions, length of time homeless, chronic homeless status, and other factors.
 - 8.3.4 Beds/mats will be reserved or filled through a combination of Coordinated Entry referrals and referrals from community partners.
 - 8.3.5 If a shelter guest has not started the Coordinated Entry process, shelter staff will insure the guest is rapidly assessed.
 - 8.3.6 Staff will have creative and problem-solving conversations that help to identify whether individuals are fleeing an unsafe situation, have better alternative housing options, or need help to stay in the place where they have recently been staying. If there are no other resources available and there are available shelter beds or mats, the person can enter shelter if the person is deemed eligible.
 - 8.3.7 Details for the workflow of persons entering shelter will be defined further in the contracting process and through work with the National Alliance to End Homelessness who will provide consulting services.
 - 8.3.8 While the shelter is for men only, the shelter will be compliant with the HUD Equal Access Rule and is open to all eligible individuals regardless of sexual orientation, gender identity, or marital status.
- 8.4 Housing Focused, Rapid-Exit Support Services and Case Management
 - 8.4.1 ARCH staff will work with new shelter guests to develop a housing plan within the first few days of entering the shelter. After guests are allowed time to adjust they will be asked to participate in case management.

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- 8.4.2 Through case management, basic needs will be addressed such as obtaining identification documents and other needed items, and the focus of all work in the shelter will be on finding housing. The Coordinated Entry system will be used to identify appropriate housing interventions, and shelter staff will work with community partners to connect clients to those resources.
- 8.4.3 If the shelter operator is able to provide in-house housing placement programs, the shelter's housing placement programs will follow Housing First principles: support participants in moving into permanent housing in the most rapid and streamlined way possible, without unnecessary service pre-requisites, rules, or program requirements.
- 8.4.4 ARCH staff will use the National Alliance to End Homelessness (NAEH) recommendations to accomplish a housing-focused infrastructure:
- Develop a housing plan within the first week of a participant's stay in shelter that includes short-term and achievable goals that are created by the participant rather than the staff person and have short-term benchmarks to show progress
 - Create a "housing-focused" environment throughout the shelter, including apartment listings, guidance on how to apply for housing, information on how to access benefits, and messaging that celebrates the success of each household that moves into housing
 - Focus case management activities on obtaining and sustaining housing
 - Identify participants' barriers to housing and identify resources to address barriers
 - Conduct regular and frequent in-person case management meetings that focus on a housing plan and adjust the plan as needed
 - Promote messaging that everyone is housing ready as soon as they enter shelter
- 8.5 Day Resources: Service Coordination
- 8.5.1 Day Resource Center services will be integrated into a service delivery model only for persons who are sleeping at the ARCH. Day Resource services will be available for shelter guests and closed to the general public.
- 8.5.2 ARCH staff, co-located agencies and community partners will provide day resources to shelter guests that will move them toward permanent housing. Shelter services will be housing focused and needs for other services will be referred to community providers.
- 8.5.3 Shelter guests may stay inside during the day to work on housing and associated work, leaving the facility when they choose. ARCH staff time spent in the Day Resource Center shall be almost exclusively focused on assisting guests with housing search and related activities.

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Request for Qualifications (RFQS) 4700 EAD4000
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9.0 Maintenance and Operations

- 9.1 The operator of the ARCH will be responsible for overall operations, maintenance, repairs and oversight of the facility and the activities located therein. ARCH staff will manage a preventative maintenance schedule and will submit maintenance reports monthly to Austin Public Health staff for review.
- 9.2 The final agreement will specify division of maintenance and repair responsibilities between the City of Austin, as owner of the building, and the ARCH operator, who will provide day-to-day management.
- 9.3 ARCH staff will not be responsible for managing the lease between the City of Austin and the Healthcare District for the operation of the Health Care for the Homeless ARCH CommUnity Care Clinic.
- 9.4 Adverse Weather Services
 - 9.4.1 ARCH staff will be a partner in the cold weather and heat emergency services. Community partners for cold weather shelter in this program currently include area churches, Salvation Army, Capital Metro, Red Cross, City of Austin Office of Homeland Security and Emergency Management, Parks and Recreation Department, and Austin Public Health.
 - 9.4.2 ARCH staff will participate in annual planning for adverse weather services and will assist in developing systems that best meet the needs of individuals experiencing homelessness and access to shelter.
- 9.5 ARCH Entrance and Surrounding Area
 - 9.5.1 While the operator of the ARCH is not solely responsible for the crowding outside of the building, ARCH staff will work with Austin Public Health and community partners on strategies to address congregation and camping immediately outside of the ARCH.
 - 9.5.2 Shelter staff will engage people outside the building regularly for services, trust-building and shelter entry. Staff that are trained in crisis de-escalation and positive relationship management will manage the flow into and out of the building, providing oversight of the entrance and surrounding area.

10.0 Staffing

- 10.1 Staff will be trained and proficient in trauma-informed care and housing-focused shelter service delivery. The housing focus should start with client intake on day one with a strong focus on self-resolution. Shelter program staff positions and duties may include the following, although position titles and descriptions may vary:

Housing Resources Engagement Specialist / Diversion

- Welcome individuals who are entering the shelter and provide immediate connection to available resources; Be available regularly for guests and non-guests for questions and follow-up on information and referrals

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- Conduct outreach and engage homeless individuals directly outside the shelter with resources to resolve housing crisis
- Divert homeless individuals from utilizing shelter by connecting them with resources to resolve their homeless situation
- Conduct Coordinated Assessment to determine appropriate permanent housing intervention and service needs

Shelter Housing Navigator

- Develop an individual housing plan for each shelter guest
- Connect program participants to community resources that will support the goal of permanent housing acquisition
- Navigate persons to permanent housing placement or programs that will assist with safe and stable housing
- Ensure participants have the necessary items to secure housing (e.g. valid identification, income verification, bank statements, etc.)

- 10.2 While sheltering individuals experiencing homelessness is the day-to-day function of the shelter, the focus of all staff resources will be on assisting clients to obtain and maintain permanent housing. The operator of the ARCH will connect shelter guests with rapid re-housing, permanent supportive housing, and other housing programs. These program services may be administered by the same agency operating the ARCH and/or through partnerships with other community agencies working to house individuals experiencing homelessness. Housing program staff positions and duties should include:

Housing Search and Placement Case Manager

- Housing search
- Outreach to and negotiation with property managers, landlords, and owners
- Assessment of housing units for compliance with certain state and federal grants for habitability, lead-based paint restrictions, and rent reasonableness
- Assistance with obtaining utilities and making moving arrangements
- Coordination with rental and move-in assistance, as available
- Ensure a “warm hand-off” to the Housing Stability Case Manager to provide ongoing in-home supportive services, as needed

Housing Stability Case Manager

- Develop and implement a housing stabilization plan for resident
- Build and maintain relationships with landlords/management firms/property owners as well as with partner agencies and resource providers in the Coordinated Entry System
- Demonstrate strong leadership skills and stay up-to-date on best practices in housing stabilization services (e.g. Housing First Model, Harm Reduction, Motivational Interviewing, etc.)
- Develop, secure, and coordinate services for clients
- Obtain federal, state, and local benefits including linking client to housing, stabilization and support services
- Meet with client regularly and evaluate client’s changing needs

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11.0 Collecting and Reporting Data

- 11.1 Performance Reporting: The City's fiscal year begins on October 1st and ends on September 30th. The ARCH operator shall have the ability to provide routine quarterly and annual report data to coincide with this cycle.
- 11.2 Performance Measures: Performance measures shall align with the City's *Austin Strategic Direction 2023* indicators for homelessness. Austin Public Health staff will work with ARCH staff to develop and track meaningful, measurable performance measures.
- 11.3 Homeless Management Information System (HMIS): Organizations receiving funding from the City for homelessness prevention and homeless intervention services are required to utilize the local HMIS to track and report client information for individuals who are at risk of homelessness or experiencing homelessness. A high level of data quality is required.
- 11.4 The Ending Community Homelessness Coalition (ECHO) currently serves as the local HMIS administrator and manages all user licenses. HMIS related expenses may be included in the program budget, and City requirements for HMIS include:
 - 11.4.1 All settings for client records will be in accordance with HMIS policy in order to reduce duplication of records and improve service coordination
 - 11.4.2 HMIS user licenses must be purchased for staff entering data into City-funded programs (may use City funds for licenses)
 - 11.4.3 Organizations must have an ECHO HMIS Memorandum of Understanding
 - 11.4.4 Data quality report(s) submitted monthly with a rating of "Excellent" or "Acceptable"
 - 11.4.5 Participation in Annual Point-in-Time Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting
 - 11.4.6 Participation in the required annual training for each licensed user as well as attendance at required City-sponsored training(s) regarding HMIS and Austin Public Health's electronic reporting system
 - 11.4.7 Periodic reporting to the City will include levels of compliance with all requirements listed above as well as any feedback regarding the HMIS system.
- 11.5 ARCH staff will maintain updated and complete client files and program documents, and follow protocols for client confidentiality and records retention. Quarterly performance reporting and additional reporting as required will be submitted to Austin Public Health.

12.0 Program Evaluation and Quality Improvement

- 12.1 Program Performance Evaluation

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- 12.1.1 ARCH staff will use HMIS data to review program outcomes and key performance measures on a regular basis. Evaluation of program success and changes to service delivery will be data driven.
 - 12.1.2 ARCH staff will have a regular case review process covering file review and case presentations to ensure achievable goals are being developed and met for each individual. Frequent meetings between the program director and case managers will provide follow-up on any corrective action plans created regarding program participant success.
 - 12.1.3 Leadership will meet regularly to discuss strengths and challenges that arise regarding overall program success, use of program funds and program needs. Whenever applicable and possible, program participants will be given the opportunity to provide feedback on the effectiveness of a program component such as housing assistance or other services.
- 12.2 Quality Improvement
- 12.2.1 ARCH staff will provide a regular input process for feedback from ARCH guests on ways to improve the quality of services and shelter.
 - 12.2.2 ARCH staff will convene meetings with the community, co-located agencies, guests and staff to regularly provide opportunities for open feedback and coordination with community partners about shelter policies and performance.
 - 12.2.3 ARCH staff leadership will implement other strategies to improve program performance, promote a positive, solutions-oriented environment, and maintain high standards of data collection and management.

13.0 Agency Service Coordination

- 13.1 ARCH staff will coordinate services with appropriate community service providers for mental health, services for veterans and other key community services that are necessary for ARCH shelter guests.
- 13.2 ARCH staff will work with community rapid re-housing and permanent supportive housing (PSH) providers to access appropriate housing resources for shelter guests.
- 13.3 ARCH staff will work with CommUnity Care clinic staff and representatives of other co-located agencies to discuss services for guests and problem-solve challenging cases.
- 13.4 ARCH services will be connected to the Coordinated Entry system and ARCH staff will participate in pilots and coordination of permanent supportive housing and/or HUD projects.

14.0 Community Planning Activities

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ARCH staff will actively participate in and facilitate community conversations, ECHO committees and workgroups. The agency will work with community partners on homeless initiatives as they emerge, e.g. Ending Veteran Homelessness, Ending Youth Homelessness, Downtown Homeless Solutions and other planning efforts. The agency will work collaboratively with the Downtown Austin Alliance, Sixth Street Association and Downtown Neighborhood Association on a variety of issues and initiatives.

**CITY OF AUSTIN
PURCHASING OFFICE
RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFQS 4700 EAD4000
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Revised August 23, 2018**

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

ENVELOPE #1: THRESHOLD REVIEW

This envelope must be sealed and contain the following:

- 1. Application Threshold Checklist – Section 0610**
2. Required Threshold Attachments
 - ☐ Current Board of Directors Bylaws
 - ☐ Copy of the most recently filed IRS Form 990 or 990 EZ (no older than FY2016)
 - ☐ 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
 - ☐ Approved Board of Directors minutes during the previous fiscal year reflecting the Board has a documented process that:
 - a. Reviews program performance
 - b. Approves budgets
 - c. Reviews financial performance
 - d. Approves audit reports

The envelope should be labeled: RFQS 4700 EAD4000 THRESHOLD REVIEW CHECKLIST
[NAME OF AGENCY]

ENVELOPE #2: SUBMISSION DOCUMENTS

This envelope must be sealed and contain the following:

1 paper copy and 1 flash drive containing all the elements in the document below.

The envelope should be labeled: RFQS 4700 EAD4000 SOLICITATION DOCUMENTS
[NAME OF AGENCY]

Both envelopes may be submitted in the same package, as long as both envelopes are sealed.

Offerors who do not pass the threshold review will not be eligible to be considered for award. If an Offeror does not pass the threshold review, their envelope for submission documents will be returned to them and their Offer will not be evaluated.

**CITY OF AUSTIN
PURCHASING OFFICE
RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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1. SUBMITTAL FORMAT:

Submit one original paper copy and one electronic copy of the original response in PDF version on a flash drive. The original response shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The response itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the response and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents – Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0630 Exceptions
- C. Section 0800 Non-Discrimination and Non-Retaliation Certification
- D. Section 0835 Non-Resident Bidder Provisions
- E. Section 0900 Subcontracting/Sub-consulting Utilization Form
- F. Section 0905 Subcontracting/Sub-consulting Utilization Plan
- G. All signed Addendums (all pages)

Tab 2 – Authorized Negotiator: Provide name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – Executive Summary: Provide an Executive Summary in brief, concise terms of your qualifications related to this RFQS. Include the number of years your organization has been in business, a summary of your organization's history and experience, and how your organization is the most qualified to carry out the Scope of Work (reference Section 0500).

Tab 4 – References: Provide a list of three (3) current or previous references from Funding Agencies who have information about your organization's experience managing relevant local, state, and/or federal contracts for a minimum of five (5) years. All reference information shall be documented and verifiable. References must be aware that they are being listed and agreeable to City interview for follow-up. Each reference listed shall include the following:

- Agency
- Agency contract manager name and title, phone number, and email address
- Year contract was awarded, length of contract, annual and total value of contract
- Attach all monitoring reports received during the most recent term of administering the referenced contracts

Tab 5 – Personnel: Provide a general explanation and organizational chart for your agency which specifies the structure and reporting responsibilities of personnel. If the use of subcontractors is proposed, identify their placement in the structure and provide a description for each subcontractor's responsibilities.

For Personnel listed above, please provide:

- Resumes and/or professional experience and education for executive leadership listed on the organizational chart, including any professional trainings, degrees and/or certifications held

**CITY OF AUSTIN
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RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
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- The average retention rate of staff having direct interaction with and service provision to clients

Please provide details of what experience, if any, staff assigned to this contract has with:

- Housing First, Rapid Re-Housing, Permanent Supportive Housing, Motivational Interviewing, Trauma Informed Care, Harm Reduction, and/or other evidence based practices for serving homeless and chronically homeless populations
- Coordinating with law enforcement, emergency first responders, hospital systems, mental/behavioral health systems, and/or criminal justice systems
- Communications with media, City of Austin, and/or implementing broad communication messages to the community as a demonstration of leadership in the homeless services system

Tab 6 – Experience: Provide a narrative of your specific expertise, experience, and compliance regarding Items **5.1, 5.3, 6.1, 9.1, 11.1, 11.3, 12.2.3, 13.2** in Section 0500 Scope of Work.

Tab 7 – Service Capacity: Define in detail your understanding of the requirements presented in Section 0500 Scope of Work and your organization's capacity to provide the listed services and operations, specifically addressing Items **6.2, 7.0, 8.2.2, 8.3.1, 8.3.2, 8.4, 8.5.1, and 9.5.1**.

Tab 8 – Sample Documents: Provide sample documents corresponding to the following Items in Section 0500 Scope of Work:

- **8.2** – Sample daily schedule for the shelter and day resource center
- **7.0 & 8.3.2** – Sample policies and procedures demonstrating client eligibility criteria aligned with a low barrier, housing-focused shelter
- **12.1.1** – Sample of data system generated program performance demonstrating high data quality and high program performance

Section II

Acceptance Period: All responses are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the response.

Proprietary or Confidential Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the submission to be disclosed, each page must be identified and marked proprietary or confidential 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 or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.

Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFQS or any oral presentation required to supplement and/or clarify an offer which may be required by the City shall be the sole responsibility of the Offeror.

Compliance: The Offeror agrees to compliance with terms of this RFQS and with all applicable rules and regulations of Federal, State, and Local governing entities.

**CITY OF AUSTIN
PURCHASING OFFICE
RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFQS 4700 EAD4000
Version 1.1
Revised August 23, 2018**

Section III

EVALUATION FACTORS AND AWARD:

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

Offerors who do not pass the threshold review will not be eligible to be considered for award. If an Offeror does not pass the threshold review, their envelope for submission documents will be returned to them and their Offer will not be evaluated.

- B. Evaluation Factors:** All responses will be evaluated based on the following criteria and rankings.
Maximum 100 points.

- 1. Experience** – reference Section I, Tab 3 and Tab 6 **(20 points)**
- 2. Personnel** – reference Section I, Tab 5 **(20 points)**
- 3. References** – reference Section I, Tab 4 **(20 points)**
- 4. Service Capacity** – reference Section 1, Tab 7 **(30 points)**
- 5. Sample Documents** – reference Section I, Tab 8 **(10 points)**

Presentations, Demonstrations Optional. The City will score submissions on the basis of the criteria listed above. The City may select a “short list” of Offerors based on those scores. “Short-listed” Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score “short-listed” submissions as a result, and to make award recommendations on that basis.

Section 0610
Application Threshold Checklist
Version 1.1
Revised August 23, 2018

AGENCY NAME: _____

I. BOARD OF DIRECTORS

- ☐ Yes ☐ No 1. The Board meets regularly (at least four times per year).
- ☐ Yes ☐ No 2. Board members have specific terms with beginning and ending dates.
- ☐ Yes ☐ No 3. Board has composition, size, terms, and other functions that are in compliance with the Agency's bylaws.
- ☐ Yes ☐ No 4. Board members receive no material compensation for their service.

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 weaknesses or significant deficiencies in financial management and/or internal control were cited in the two most recent audit or management letters.

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.

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. Agency has a minimum of 5 years' experience working with target populations and/or 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 https://www.austintexas.gov/financeonline/account_services/solicitation/solicitation_details.cfm?sid=126651 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



**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Solicitation Number: RFQS 4700 EAD4000

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternative Language:

Justification:

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative 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 employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with 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 practices are being carried out.
- (7) To require of 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 do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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

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

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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

not continue.

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

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

Sanctions:

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

Term:

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

Dated this _____ day of _____, _____

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM**

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER: RFQS 4700 EAD4000

SOLICITATION TITLE: ARCH Shelter Operations & Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☐ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name			
City Vendor ID Code			
Physical Address			
City, State Zip			
Phone Number		Email Address	
Is the Offeror City of Austin M/WBE certified?	<div style="display: flex; align-items: center;"><div style="margin-right: 20px;"><input type="checkbox"/> NO</div><div><input type="checkbox"/> YES</div></div> <div style="margin-left: 100px;">Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture</div>		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFQS 4700 EAD4000
SOLICITATION TITLE: ARCH Shelter Operations & Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following **CHECK BOXES MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the **Austin Metropolitan Statistical Area**, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)

PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLICITATION NUMBER: RFQS 4700 EAD4000

SOLICITATION TITLE: ARCH Shelter Operations & Services

- ☐ **Follow up with responding M/WBE firms.** Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
- ☐ **Advertise.** Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
- ☐ **Use a Community Organization.** Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFQS 4700 EAD4000
SOLICITATION TITLE: ARCH Shelter Operations & Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
List commodity codes & description of services	
Justification for not utilizing a certified MBE/WBE	

SMBR Contact Information			
SMBR Contact Name	Contact Date	Means of Contact	Reason for Contact
		<input type="checkbox"/> Phone OR <input type="checkbox"/> Email	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the Offeror ☐ HAS or ☐ HAS NOT complied with these instructions and City Code Chapters 2-9A/B/C/D, as amended.

Reviewing Counselor

Date

I have reviewed the completing the Subcontracting/Sub-Consultant Utilization Plan and ☐ Concur ☐ Do Not Concur with the Reviewing Counselor's recommendation.

Director/Assistant Director or Designee

Date