



City of Dallas



Request for Applications (RFA)

Emergency Request for Applications for Administration of Short-term Rental Assistance Program (CARES Act)

I. Introduction, Purpose & Intent

The City of Dallas (“City”) Department of Housing and Neighborhood Revitalization (“Housing”) seeks applications from qualified local Non-Profit entities through an open application process to provide Emergency Short-term Rental Assistance Program Administration through one-year Subrecipient Agreements with the City in response to the COVID-19 pandemic. The purpose of the Program described herein is to identify and provide services to special populations, including immigrants and refugees, and other City of Dallas residents who are hard-to-reach through traditional outreach strategies. Service delivery shall be an all-inclusive administration process to assist residents who are at or below 80% AMI and identified as

being at-risk of homelessness due to the loss of income from the economic impacts due to COVID-19. Maximum assistance provided to eligible residents will be up to \$1,500 per month for 2 months. The successful Subrecipient(s) must be experienced and capable of promoting, coordinating, and facilitating community-based services. Subrecipients are limited to serving applicants who reside within the city limits of Dallas, Texas.

The City may award multiple Subrecipients a minimum of \$50,000 to the most responsive and responsible Applicants whose Proposals are determined to be the most advantageous to the City, considering the relative importance of services provided and populations served, as well as leveraging in accordance with the Request for Applications (RFA). This Request for Applications solicitation will remain open for two consecutive weeks, and awards will be evaluated until the \$6,000,000 in Coronavirus Aid, Relief, and Economic Security Act (“CARES”) funding is fully committed and/or no longer available. Awards as a result of this RFA will be funded on a cost reimbursement basis. Under the cost reimbursement method of funding, Subrecipients are required to finance operations with their own working capital with reimbursements to Subrecipients for actual, allowable, and allocable disbursements to be supported by source documentation.

II. Definitions

For the purposes of this RFA, the following underlined terms shall be defined as:

- a. Agreement: The written document between the City of Dallas and a service provider, which contains the terms and conditions of the services that includes a written statement of work, or the specifications including special provisions and the Proposal.
- b. Authorized Individual: Person appointed by the Organization who can legally sign documents binding the organization.
- c. CARES Funds: Coronavirus Aid, Relief, and Economic Security Act
- d. City: The City of Dallas, Texas, a municipal corporation of Dallas County, Texas, acting by and through (a) its governing body, or (b) its City Manager, each of whom is required by law to perform specific duties. Responsibility for final enforcement of Subrecipient Agreements involving the City of Dallas is by authority vested in the City Manager.
- e. City Attorney: Department established to act on legal transactions and proceedings on behalf of the City.
- f. City Manager: The City Manager of the City of Dallas, Texas, or her duly authorized designees.
- g. Department: An administrative division within the City of Dallas.
- h. Director: The director of the City of Dallas, Department of Housing and Neighborhood Revitalization, or his/her designee.
- i. DUNS Number: A Data Universal Numbering System (DUNS) number, which is a unique nine-digit identification number assigned to a business by Dun and Bradstreet (D&B). Any organization receiving an award of funds shall have a DUNS Number. An organization may apply for a DUNS number via the internet at www.dnb.com or by phone at 1-866-705-5711. A DUNS number is provided free of charge to federal grant recipients – select the option for “U.S. Government Subrecipients, Vendors, and Grant Recipients.”
- j. Eligible Persons: Residents of the City who are Low and Moderate Income as defined by the U. S. Department of Housing and Urban Development.
- k. Non-Responsive: An Organization whose Proposal does not contain all of the required information stated in the Responsiveness Checklist (Attachment 1).
- l. Organization: The non-profit organization that submits a written Proposal for consideration to perform the work described in the RFA.
- m. Program: The Program as described above in Section I.
- n. Proposal: The written offer duly submitted to the City of Dallas, an Organization to perform a Subrecipient Agreement for work described in the RFA specifications at a specified price.
- o. Proposers: Non-profit organizations submitting a Proposal in response to this RFA.
- p. RFA: Request for Applications
- q. Responsive: An Organization whose Proposal contains all the required information stated in the Responsiveness Checklist (Attachment 1).
- r. Responsiveness Checklist: A listing of items required to be included in a Proposal.
- s. SAM: System for Award Management is the official federal government procurement system for the U.S. Governmental. Any organization receiving an award of funds shall be registered in SAM. Prior to registering, the organization shall have DUNS Number. To register, go to the SAM website at SAM.gov or contact the SAM Federal Customer Service Desk at 1 800-985-7658. SAM registration is active for one-year only and shall be updated annually.

- t. **Subrecipient:** A Subrecipient is a public or private nonprofit agency, authority or organization receiving funds from the recipient to undertake activities eligible for such assistance.
- u. **Work Plan:** A process used by the Organization to deliver services as outlined in the Proposal. Description of project includes services and characteristics of population(s) to be served, outreach plan, project goals; timelines; budget; staff; available funding information, and targeted geographic areas, if applicable.

III. Questions and Inquiries

During the solicitation process Applicants are required to limit their communication regarding this RFA to the staff referenced herein. All inquiries and requests for information regarding this RFA shall be submitted in writing to the following email. All communication associated with this project shall be addressed to:

Thor Erickson

P: (214) 670-5988

E: RentalAndMortgageAssistance@DallasCityHall.com

Applicants shall submit all questions and inquiries electronically prior to the established due date for questions through email. No Proposal negotiations, decisions or actions initiated by any Proposers because of any verbal discussion with any City employee shall be binding upon the City of Dallas.

Only Applicants will be notified of any communications after the RFA closing. Requests for information will not be honored beyond the established timeframe to allow sufficient time for distribution of the requested information to Proposers.

The deadline for the submission of the Proposal questions is: 5:00 P.M. on July 14, 2020.

IV. Proposal Submittal Requirements:

***Proposers will submit their Proposals by email to: RentalAndMortgageAssistance@DallasCityHall.com
Proposals are due by 5:00 P.M. on July 17, 2010***

To be considered responsive, Applicant response must be submitted electronically by the due date and time indicated in the solicitation. This Request for Applications solicitation will remain open for two consecutive weeks, and awards will be evaluated until the \$6,000,000 in CARES Act funding is fully committed and/or no longer available.

V. Error & Omission:

During the initial review of the RFA and preparation of Proposals, Applicant may discover certain errors, omissions or ambiguities. If this is the case, or if the meaning of any part of this RFA is unclear, Proposer shall submit written questions to RentalAndMortgageAssistance@DallasCityHall.com in time to allow the City to answer the questions and distribute written responses to all Proposers. Proposers shall not be allowed to take advantage of any error or omission in these specifications. Subrecipients are required to review these specifications carefully and notify the City Department of Housing & Neighborhood Revitalization if errors are found.

VI. Specifications

1. **Program Budget Appropriations**

On April 22, 2020, City Council authorized the City Manager to spend funds in compliance with the CARES Act and in accordance with guidance from the U.S. Department of Treasury for the Coronavirus Relief Fund. On June 24, 2020, the City approved an emergency Short-Term Rental Assistance Program due to Novel Coronavirus (COVID-19) to (1) provide up to two months of rental assistance payments for low- and moderate-income persons at or below 80 percent area median income (Attachment 4); and (2) execution of all documents and agreements necessary to implement the programs, including but not limited to agreements to administer the programs through an open application process that approved the budget allocation of \$6,000,000 from the CARES Act. The City may provide additional funding as available based on performance. The City reserves the right to reallocate funds to prevent

underutilization in the event the City determines, in its sole discretion, that a Subrecipient cannot reasonably utilize all funds awarded.

This Request for Applications solicitation will remain open for two consecutive weeks, and awards will be evaluated until the \$6,000,000 in CARES Act funding is fully committed and/or no longer available. No pre-award costs incurred before the start of the grant period will be eligible for reimbursement.

2. Subrecipient Agreement Award & Term

The City may award multiple Subrecipients a minimum of \$50,000 to the most responsive and responsible Applicants whose Proposals are determined to be the most advantageous to the City, considering the relative importance of services provided and populations served, as well as leveraging in accordance with the Request for Applications (RFA). If awarded, Subrecipient must execute a Subrecipient Agreement with a starting date no longer than 30 days from approval of funding. The Subrecipient Agreement period shall be for one (1) year.

The City reserves the right to withdraw or reduce the amount of an award, or to cancel the agreement resulting from this procurement if adequate funding is not available. Should funding be reduced by the federal government, Subrecipient Agreements shall be reduced accordingly. Award is subject to approval by the City Manager and City Attorney's Office. The City will require the Subrecipient to sign the necessary documents prepared by the City Attorney's Office prior to program implementation. No work shall commence until the Subrecipient Agreement is executed. No agreement is binding until it has been approved as to form by the City Attorney and executed by the City Manager.

3. Required Experience

- A. Subrecipient must provide satisfactory evidence and documented history of its ability to manage and coordinate the scope of work described in this Solicitation. A minimum of twelve (12) months of relevant experience providing similar services is required. The successful Subrecipient shall have experience in working with special population(s) intended for delivery of services.
- B. Subrecipients awarded through this RFA must have adequate, qualified, experienced and trained personnel identified to provide ongoing, consistent services through this program. Funding will be awarded based on an assessment of experience, qualifications, and Work Plan provided by Applicant. Subrecipients must be experienced in completing and maintaining thorough documentation, such as client eligibility files, payment source documentation, leases, agreements, etc. to verify that services have been provided, to whom they were provided, and how those participants were screened for eligibility.
- C. Applicant shall include a description of their organization's service delivery model employed prior to, and during, the COVID-19 pandemic. Subrecipients are encouraged to elaborate on specific linguistic and cultural competency qualifications, certifications, continuing education standards and number of years in working with vulnerable populations. The successful Applicant will identify proven strategies in order to achieve consistently successful performance measures. Subrecipient must have existing internal structures and work plan implemented and in place. Applicant shall include a description of trusting relationships established with clientele, the community, other entities, and within their professional network that will be utilized for maximum outreach.

4. Required Insurance

Prior to execution of the agreement, the successful Organization shall furnish evidence of coverage with a company satisfactory to the City and authorized to do business in the State of Texas. Funds provided under the Subrecipient Agreement cannot be used to pay for the required insurance. The applicable insurance requirements are listed in (Attachment 3).

5. Financial and Administrative Requirements

a. Audited Financial Statements

- i. Audited financial statements are required. Audited financial statements shall be examined by an independent certified public accountant (CPA) in order to issue an opinion (unqualified, qualified, adverse, or disclaimer) regarding adherence to generally accepted accounting principles (GAAP). This is an external financial audit conducted in accordance with the American Institute of Certified Public Accountants (AICPA) standards by someone not directly connected with the organization.
- ii. Audited financial statements shall include the following six components prepared in accordance with AICPA standards. (Computer printouts from the organization’s accounting software are not sufficient for this purpose.)
 - Independent Auditor’s Report
 - Statement of Financial Position (balance sheet)
 - Statement of Activities (revenue/expense or profit/loss statement)
 - Statement of Cash Flows
 - Accompanying notes to the financial statements
 - Statement of Functional Expenses

6. Monthly Reports & Reimbursement

- A. Awards as a result of this RFA will be funded on a reimbursement basis. Under the reimbursement method of funding, Subrecipients are required to finance operations with their own working capital with reimbursements to Subrecipients for actual, allowable, and allocable disbursements to be supported by adequate documentation upon execution of a Subrecipient Agreement. The Subrecipient must submit monthly reports (Attachment 5) of any/all programmatic activities that relate to delivery of services that are the subject of this agreement, identify any/all documented expenditures and supporting paperwork, and provide all necessary materials upon request by the City and its representatives to ensure Subrecipient Agreement compliance monitoring for reimbursement. Only documented applicable expenditures listed on the report will be accepted.
- B. No pre-award costs incurred before the start of the grant period will be eligible for reimbursement. The City reserves the right to reallocate funds to prevent underutilization in the event the City determines, in its sole discretion, that a Subrecipient cannot reasonably utilize all funds awarded.
- C. Administrative fees and program costs will be reported separately to ensure compliance with the terms. Award shall include a 10% administrative fee for direct delivery costs (10% of program cost budget) to be paid monthly to Subrecipients. Monthly progress reports must be submitted to the City by the 10th day of the following month and shall include clients served, demographic details, identified project milestones and updated progress towards program goals.

Upon submission of a monthly invoice, accompanied by all required supporting documentation, reimbursement will be provided as specified under the Subrecipient Agreement with CARES funds received from the federal government and the Subrecipient agrees to comply with all applicable city, state and federal laws, CARES regulations and all other regulations of federal agencies, including but not limited to 601(d) of the Social Security Act, as added by section 5001.

- D. ” These Regulations are available on-line or may be obtained from the City upon request. ***Should funding be reduced by the federal government, Subrecipient Agreements shall be reduced accordingly.***

E. Please submit all Monthly Reports & corresponding documents in writing and electronically to:

Department of Housing and Neighborhood Revitalization
Attention: Rental Assistance Program
City of Dallas
1500 Marilla Street, 6CN
Dallas, TX 75201

RentalAndMortgageAssistance@DallasCityHall.com

7. Records Retention Requirements

The successful Proposer shall comply with the audit requirements set forth below. During the term of the Subrecipient Agreement and for a period of five (5) years following completion of the agreement or until completion of any litigations, claims or audits, whichever is later, Proposer agrees to provide the City, and any of their duly authorized representatives, with access to all books, accounts, records, reports, files and other papers or property, as required by federal regulations.

8. Subrecipient Documentation Requirements

- A. It is the responsibility of Subrecipient to document and report their CARES-funded activities. All source documentation does not have to be located in the project files, but it must be readily available for review by the grantee, or other authorized representatives at all times.
- B. Subrecipients must have procedures in place to monitor obligations and expenditures against their approved budget(s) for CARES-funded activities. Subrecipients are required to have procedures in place to minimize the time elapsed between receipt of funds from the grantee and the actual disbursement of those funds.
- C. Subrecipients are required to maintain financial and accounting records that adequately identify the source and application of CARES funds provided to them. All accounting records must be supported by source documentation. Source documentation is necessary to show that the costs charged against CARES funds were incurred during the effective period of the Subrecipient's Agreement, were actually paid out (or properly accrued), were expended on allowable items, and had been approved by the responsible official(s) in the Subrecipient organization.
- D. Program documentation must explain the basis of the costs incurred as well as show the actual dates and amount of expenditures. The standards for determining the reasonableness, allowability, and allocability of costs incurred as part of CARES funded activities must be documented and identified to show:
 - a. The expenditure is necessary, reasonable, and directly related to CARES funds;
 - b. The expenditure has been authorized by the grantee;
 - c. The expenditure is not prohibited under Federal, state, or local laws or regulations;
 - d. The expenditure is consistently treated, in the sense that the Subrecipient applies generally accepted accounting standards in computing the cost and utilizes the same procedures in calculating costs as for its non-Federally assisted activities;
 - e. The cost must be allocable to the CARES program. A cost is allocable to a particular cost objective (e.g., grant, program, or activity) in proportion to the relative benefits received by that objective; and
 - f. The cost is net of all applicable credits. Any credits such as purchase discounts or price adjustments must be deducted from total costs charged. The subrecipient is not allowed to make a profit from any costs charged to CARES funds.
- E. Subrecipients must maintain documents of all program case files to include documentation of the activities undertaken with respect to service delivery. Although the list will vary from activity to activity, each project or case file under this scope of work should include documentation at the time of providing assistance of the objective being met, the characteristics and location of beneficiaries, the eligibility of the activity, the compliance with special program requirements, the allowability of the costs, and the status of the case/project.
- F. A Subrecipient must also devote attention to implementing an efficient method for compiling cumulative data on its activities for inclusion for periodic reporting and program evaluation. The Subrecipient should develop logs for recording and totaling programmatic data (by type of activity, for units of service, numbers of beneficiaries, etc.) as cases are initiated and as they progress.

9. Communication:

It is essential that the awarded Subrecipient respond clearly after receiving a telephone call, email, or written correspondence from the City. Written correspondence and telephone calls from the City of Dallas shall be answered within twenty-four (24) hours. The City of Dallas or its representative reserves the right to cancel this agreement at any time if the services are deemed unsatisfactory.

A Subrecipient Agreement administrator will supervise the inspection and verification process of work performed under this Subrecipient Agreement and will monitor Subrecipients' performance and take corrective action as necessary to ensure compliance with the Subrecipient Agreement specifications. The following individuals have been identified by Housing as the designated individuals for ongoing reporting and correspondence upon award of Subrecipient Agreement:

Thor Erickson, CARES Act Manager: RentalAndMortgageAssistance@DallasCityHall.com

10. Transition Planning & Closeout Procedures

Transition planning and closeout procedures shall be initiated when the responsibilities of the Subrecipient under its agreement with the City have been met, or the City feels that there is no further benefit in keeping the Subrecipient Agreement open for the purpose of securing performance. The Subrecipient shall transition the services in a cooperative manner to the successful Proposer approved by the City Council at the expiration date of the term of the Subrecipient Agreement or on an earlier termination date if the right of termination as outlined in the Subrecipient Agreement has been exercised. The transition shall be seamless without any break in services and Subrecipient shall fully cooperate to make certain that this occurs. The Subrecipient shall provide final versions of all financial, performance, and other reports that were a condition of the award.

11. Proposal Format Requirements

All submissions shall include the program name, firm name, address, telephone number, and designated contact person. Applicant Proposal shall be typewritten and single-spaced. Proposal font style shall be in Arial or Times New Roman font, size 12 or larger for normal text, and no less than size 10 for tables, graphs, and appendices. Proposals shall contain a "Table of Contents" with appropriate page numbers for locating the required information and attachments. Applicant shall submit Proposals sequentially page-numbered and include the Subrecipients name at the top of each page.

Proposals shall be prepared in accordance with these instructions. The Proposal package shall include the following information and documents, preferably, in the following order. Evaluations will be scored by a panel of evaluators in accordance with the percentages attached on the Evaluation Criteria. The items below are a listing and description of the supporting documents to be emailed to RentalAndMortgageAssistance@dallascityhall.com by 5:00 P.M. on July 17,2020. Each document must be a PDF file and named according to the identified convention indicated below.

- **Item 1.: Organization Chart: Entire Agency**
 - Shows the organization's general structure in terms of span of control and chain of command. If a Subrecipient has offices in different locations, the chart for the office administering the CARES-funded project should be provided. The chart needs only list the position titles (the incumbents' names are not necessary). PURPOSE: City staff will be looking to see that the Subrecipient has capacity to successfully implement the CARES-funded project and that there is sufficient separation of duties to implement proper procurement accounting controls (e.g., the same person does not create and approve a purchase order).
- **Item 2: Organization Chart and Narrative: Division/Section**
 - Shows the specific programmatic and fiscal groups within the organization charged with implementing the CARES-funded project. The chart needs only list the position titles (the incumbents' names are not necessary). State the qualifications of staff members who will carry out the operations of the Program, including both service staff and administrative staff supporting the Program. Describe how Organization and staff are uniquely qualified to provide the services. If staff positions need to be filled, explain when and how they will be filled. State whether any state and/or local licenses or permits are required for project staff and/or the agency

to operate. PURPOSE: City staff will be looking to see that the Subrecipient has capacity to successfully implement the CARES-funded project and that there is sufficient separation of duties to implement procurement accounting controls (e.g., the same person does not create and approve a purchase order).

▪ **Item 3: Federal Tax-Exempt Status Affirmation Letter**

- Refers to a document issued by the federal Internal Revenue Service indicating the request of the Subrecipient for nonprofit status recognition. PURPOSE: Verifies the organization's status as a 501(c)(3) prior to the execution of the CARES agreement. Will be used by the City to set up the vendor profile of the Subrecipient.

▪ **Item 4: Articles of Incorporation**

- Refers to a document filed by nonprofit organizations with the Secretary of State that outlines the name of the organization, its corporate structure, its purpose, and the contact information and establishes the organization as a legally recognized entity. PURPOSE: Verifies the official existence of the organization and allows the City to determine if the length of existence of the organization is sufficient to meet City requirements.

▪ **Item 5: Audited Financial Statements**

- Refers to the Subrecipient's audited financial statements submitted as part of the Request for Applications (RFA) phase. PURPOSE: Allows the City to determine the financial capacity of the Subrecipient to receive CARES funds on a reimbursement basis.

▪ **Item 6: System for Award Management Screenshot**

- Refers to a screenshot from www.sam.gov showing: (1) the Applicant organization's registration is currently 'Active' and (2) the expiration date of the 'Active' status. PURPOSE: Allows the City to determine that the Applicant organization meets the federal requirement that all organizations recipient of federal funds be registered with www.sam.gov.

▪ **Item 7: Texas Secretary of State Business Search Database Screenshot**

- Refers to a screenshot from the Texas Secretary of State Business Search database showing: (1) the Applicant organization has an 'Active' status; (2) the registration date; (3) the entity type; and (4) the entity number. PURPOSE: Allows the City to determine that the Applicant organization is in good standing with the state of Texas, is officially recognized by the same, and is authorized to carry out its business activities.

▪ **Item 8: Federal IRS Form 990**

- Refers to the Subrecipient's federal income tax return submitted as part of the Request for Applications (RFA). PURPOSE: Allows the City to screen organizations for capacity to carry out this program.

▪ **Item 9: Letter of Reference**

- Fiscal/Financial Refers to a letter written by a third-party person (such as a CPA) who can competently and credibly comment on the Applicant organization's fiscal/financial condition, its capacity to manage CARES funds, and its potential to benefit fiscally from a capacity building training program. PURPOSE: Gives the City and reviewers additional insight on which organizations to select for and invest capacity building training in.

▪ **Item 11: Letter of Reference**

- A letter written by a donor who has contributed funds to the Applicant organization and can comment on its programs, projects, activities, mission, goals, implementation capacity, and potential to benefit programmatically from a capacity building training program. PURPOSE: Gives the City and reviewers additional insight on which organizations to select for and invest capacity building training in.

▪ **Item 12: Letter of Reference**

- Program Beneficiary/Recipient Refers to a letter written by a person who has benefitted from the Applicant organization's programs and activities and can comment on his or her experience, the benefits received, and the effectiveness of the services offered. PURPOSE: Gives the City and reviewers additional insight on which organizations to select for and invest capacity building training in.

- **Item 13: Board of Directors**
 - Provide a list of Board of Directors, their titles/roles and their contact information. PURPOSE: Provides the City proof of community representation and organizational structure.
- **Item 14: Board Minutes**
 - Minutes from the three most recent Board of Director meetings. PURPOSE: Gives the City insight into the organization's purposes and goals.
- **Item 15: Historic Narrative**
 - Summarize the history and purpose of the Organization to include the number of years in service. Organization shall have at least twelve (12) months of prior experience in providing the services requested in this RFA. Describe any participation with the City on past or present Subrecipient Agreements. Discuss the performance/outcome measures. Provide information on how the goals were met or not met.
- **Item 16: Work Plan and Budget**
 - Provide a narrative description of the Work Plan proposed, include details regarding budget and expenditure plan, timelines for startup and completion, and population to be served. Provide a list of past and current Subrecipient Agreements with the City of Dallas. Provide demographic information on who you served in the past and currently.
- **Item 17: Insurance Requirements**
 - Include copy of Certificate of Insurance or affirmation that Organization meets or will meet prior to the Subrecipient Agreement execution, the insurance requirements as specified Attachment 3.
- **Item 18: Drug-Free Workplace Policy**
 - Provide a copy of Organization's Drug-Free Workplace policy and sample of employee notifications regarding the policy.

VII. Selection of Reasonably Qualified Proposals

The City will review all Proposals submitted for responsiveness. The Proposals determined to be Responsive will be further evaluated for experience, past and current City of Dallas Subrecipient Agreement performance, outreach plan, funding amounts and proposed population served (Attachment 2). The City is interested in previous experience in performing similar or comparable work; staffing and personnel experience and turnover; financial statement of resources for current and past periods; and other relevant information.

The City of Dallas may, at any time, investigate an Organization's ability to perform the work. The City may ask additional information about an entity and its work on previous Subrecipient Agreements. Applicant may choose not to submit information in response to the City of Dallas' requests; however, if the City's questions are not addressed, the City may discontinue further consideration of a particular Proposal. The City may use sources of information not supplied by the Organization concerning the abilities to perform this work. Such sources may include current or past customers of the Organization; current or past suppliers; media reports; articles from industry newsletters or other publications or from non-published sources made available to the City.

VIII. Discussions with Reasonably Qualified Organizations

After selection of reasonably qualified Applicant(s), the City of Dallas may enter into discussions with the Organization(s). Discussions will be on an individual basis and closed to third parties. The City will review in detail all aspects of the City's requirements and the Proposal. During this review, the City may request clarifications which may lead to revisions to the Proposal submitted, prior to finalizing a Subrecipient Agreement.

IX. Disqualification of Organization

Organization(s) may be disqualified for any of the following reasons:

1. Reason to believe collusion exists among the Organizations;
2. The Organization is involved in any litigation against the City;
3. The Organization is or has been noncompliant on a current or prior Subrecipient Agreement with the City;
4. Lack of financial stability; or
5. Reason to believe a conflict of interest exists under the City's Conflict of Interest policy or applicable federal regulations.

X. Proposal Selection

The City may determine that oral presentations, demonstrations, and site visits are required before making a final decision. Award, if any, shall be to the responsible Organization whose Proposal is determined to be the most advantageous to the City. Subrecipient agreement award is subject to approval and funding by the City Manager or the City Council. The City reserves the right to begin agreement negotiation with one or more of the finalists. The Organization shall be required to execute a Subrecipient agreement prepared by the City Attorney as a Subrecipient. This RFA does not commit the City to award any Subrecipient agreement, and the City reserves the right to reject any and all Proposals or waive irregularities.

XI. Exceptions

Minor exceptions, conditions, or qualifications to the provisions of the City's RFA specifications or Ordinances shall be clearly identified as such with the reasons therefore, and alternate language proposed by Subrecipient, if any, clearly stated and inserted in the appropriate place in the Proposal submission for this RFA. Substantive exceptions may cause unqualified rejection of the Proposal. Exceptions, conditions, or qualifications to the City's specifications or Ordinances will be included, as appropriate, in the Subrecipient Agreement documents. Items and matters not explicitly excepted in this manner shall be deemed to be in conformance with City's specifications and Ordinances. The City is the final judge of acceptability of items quoted in this RFA.

XII. Proposal Evaluation Process

Each Proposal will be reviewed using the Responsiveness Checklist (Attachment 1) to determine if the Proposal is responsive. A Proposal may be declared non-responsive if any of the items listed on the Responsiveness Checklist are not received. Applicant Proposals that meet all requirements as outlined in this RFA will be reviewed by an Evaluation Committee. The Committee will score the Proposals as outlined in Attachment 2 of this RFA. The evaluation and score will be based on the Proposer's ability to address community needs, cost-effectiveness, reasonableness, and the funding request.

Evaluation Criteria:

➤ *Group A: Organizational Capacity (30 Points)*

A-1: Organization Program/Project Experience (10 Points): Applicant describes their experience in successfully implementing programs/projects of similar scope and comparable complexity. Points are provided based on performance on past and current Subrecipient Agreements and experience in providing rental assistance. Provide a list of past and current Subrecipient Agreements with the City of Dallas.

A-2: Organization Experience w/ LMI clients (10 Points): Applicant has experience in providing services to LMI residents or presumed LMI; Applicant explains how experience is applicable and beneficial. Experience should include a description of organization's service delivery model employed prior to, and during, COVID-19; linguistic and cultural competency qualifications and number of years in working with vulnerable populations.

A-3: Collaboration (10 Points): Applicant describes and provides specific examples of collaboration with similar organizations, peer to peer networks, and/or partner agencies for referral purposes to benefit LMI/presumed LMI clients.

➤ *Group B: Work Plan (45 Points)*

B-1: Project Summary (25 Points): Provide a narrative description of the Work Plan proposed. Include details regarding budget and expenditure plan, available funding information, project goals, internal staffing capabilities and assignments, timelines for startup, completion and transition planning, and description of Applicant selection process. Work Plan must include description of strategies for service delivery aimed at targeted characteristics of population(s) to be served.

B-2: Clientele Demographics (10 Points): Provide demographic information on the clientele your organization has served in recently and in the past (your response may include city council district(s), zip code, racial/ethnic composition, languages spoken).

B-3: Project Strategy (10 Points): Provide an outreach plan and explain how you will reach out to hard-to-reach populations. What is your proposed strategy for meeting those Dallas residents who would otherwise be reluctant to apply for services? Include plans for targeted geographic areas, if applicable. Your marketing material once finalized will need to be shared with the City prior to distribution.

➤ **Group C: Documented Need (25 Points)**

C-1: Justification of Need (25 Points): Applicant provides an explanation and justification for total amount of CARES funds requested in relation to the services provided. Information provided should be consistent with the proposed budget section.

XIII. Acceptance of Evaluation Methodology

By submitting a Proposal in response to this RFA, Subrecipient accepts the evaluation process as outlined and acknowledges and accepts that determination of the most qualified firm(s) offering the most advantageous response to the City.

XIV. Suspension/Debarment

No Proposals will be accepted from entities that have been suspended, debarred, or otherwise prohibited from participation in federal awards. The City will verify the status of the organization prior to an award.

XV. Confidentiality

In accordance with state law, Proposals shall be opened so as to avoid disclosure of contents to competing Organization and shall be kept secret and confidential during the negotiation process. It is the responsibility of the Subrecipient to clearly mark and identify all portions of the Proposal that contain trade secrets, confidential information and other proprietary information. Clearly marked and identified trade secrets and confidential information contained in the Proposals shall not be open for public inspection. Efforts will be made to keep the marked information confidential; however, the City cannot guarantee it will not be compelled to disclose all or part of any public record under the Texas Open Record Act. If a third party challenges the trade secret or confidential nature of certain information, it will be the responsibility of the Organization to defend the challenge.

All Proposals will be open for public inspection after the Subrecipient Agreement is awarded, but trade secrets and confidential information in the Proposals will not be open for public inspection; however, upon receipt of an open records request, the City will notify the Proposer of the request and submit the request and relevant Proposal to the Texas Attorney General's Office for review and consideration. Upon the decision of the Texas Attorney General's Office the City may have to disclose the information that the Texas Attorney General's Office determines to be open to the public.

XVI. Right to Reject

This RFA does not commit the City to award any Subrecipient Agreement. The City reserves the right to reject any and all Proposals or parts of Proposals. The City, at its option, may consider and accept a Proposal, even though not prepared and submitted in strict accordance with the provisions hereof, by waiving informalities, minor irregularities, and/or technicalities as determined by the City. The City may reject the Proposal of a firm which is in litigation with the City or which has previously failed to perform properly on engagements of a similar nature and may reject the Proposal of a firm which is not, in the opinion of the City, in a position to satisfactorily perform the Subrecipient Agreement. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer

is properly qualified to carry out the obligations of the Subrecipient Agreement and to provide the services contemplated therein. The Proposer shall provide all information requested in order for the Proposal to be considered responsive.

XVII. Non-Performance

Subrecipients shall perform its obligations as set forth in this Subrecipient Agreement in a first-class and professional manner. The City may terminate the Subrecipient Agreement if the City, in its sole discretion, feels the institution is not satisfactorily meeting its service requirements as specified herein. The City will provide written notice of areas of non-performance and allow the Subrecipient up to 30 days to rectify the problem(s). If after this 30-day period, the City has not been satisfied, the City may, at its option, terminate the Subrecipient Agreement by written notice.

XVIII. Assignment of Subrecipient Agreement

The Subrecipients shall not assign, transfer, sublet, convey or otherwise dispose of the Subrecipient Agreement of any part therein or its right, title or interest therein or its power to execute the same to any other persons, Subrecipients, partnership, company or corporation without the prior written consent of the City. Should the Subrecipients assign, transfer, sublet, convey or otherwise dispose of its right, title or interest or any part thereof in violation of this section, the City may, at its discretion, cancel the Subrecipient Agreement all rights, title and interest of the Subrecipients shall therein cease and terminate, and the Subrecipients shall be declared in default.

XIX. Default by Subrecipient

The following events shall be deemed to be events of default by Subrecipients under the Subrecipient Agreement:

1. Subrecipients shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors;
2. Subrecipients attempts to assign the Subrecipient Agreement without the prior written consent of the City;
3. Subrecipients shall fail to perform, keep or observe any term, provision or covenant of the Subrecipient Agreement; or
4. Subrecipients fails to properly and timely pay Subrecipients personnel, suppliers or other Subrecipients and the failure impacts the City in any manner.

In the event a default occurs, the Director shall give the Subrecipients written notice of the default. If the default is not corrected to the satisfaction and approval of the Director within the time specified in such notice, the City may immediately cancel the Subrecipient Agreement. At the direction of the Director, the Subrecipients shall vacate the facility, if applicable, and shall have no right to further operate under the Subrecipient Agreement. The Subrecipients, in accepting the Subrecipient Agreement, agrees that the City shall not be liable to prosecution for damages or lost anticipated profits if the City cancels or terminates the Subrecipient Agreement.

No Waiver: No waiver by the City of any default or breach of any covenant, condition, or stipulation shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition, or stipulation.

XX. Safety and Compliance with Laws

- A. All work under this agreement shall be performed in such a manner as to provide maximum safety to the public and to employees performing work. The Subrecipient shall have the responsibility to take all precautionary measures required by law or otherwise to protect the public at large during operations.
- B. The Subrecipients shall comply with all local, state and federal laws, rules, regulations, national codes and orders pertinent to, affecting, or governing the work involved.

In addition to the basic regulations of the CARES program contained in 601(d) of the Social Security Act, as added by section 5001, there is one category of requirements that affect the administrative systems and procedures Subrecipients must have in place to receive support:

XXI. Subrecipient Agreement Responsibility

The City of Dallas will look solely to Subrecipient for the performance of all Subrecipient Agreement obligations that may result from an award based on this Solicitation. Subrecipient shall not be relieved of its obligations for any nonperformance by its Subrecipients.

XXII. Indemnity

The SUBRECIPIENT agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by SUBRECIPIENT'S breach of any of the terms or provisions of the Subrecipient Agreement, or by any other negligent or strictly liable act or omission of SUBRECIPIENT, its officers, agents, employees, or Subrecipients, in the performance of the Subrecipient Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of SUBRECIPIENT and CITY, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, Subrecipient Agreement or otherwise, to any other person or entity.

XXIII. Miscellaneous

1. After executing the Subrecipient Agreement, no consideration will be given to any claim of misunderstanding.
2. Proposers shall submit with their Proposal, the required Subrecipients' qualification statement with supporting information as stated herein along with all other supporting documentation requested.
3. Proposers shall thoroughly familiarize themselves with the provisions of these Specifications and the facilities herein.
4. The City reserves the right to reject all Proposals and to waive any minor irregularities.
5. A Proposal may be disqualified if the corporation or individual Proposal is in arrears or in default to the City for delinquent taxes or assessments or on any debt or Subrecipient Agreement, whether as defaulter or bondsman; or who has defaulted upon any obligation to the City by failing to perform satisfactorily any previous agreement or Subrecipient Agreement within the past seven years. Also, Proposers may be disqualified for poor prior performance on similar Subrecipient Agreements with other entities.
6. The Subrecipient Agreement with the Subrecipients will be drawn by the City and may contain such other provisions as are deemed necessary to protect the interests of the City.
7. The Subrecipients agrees to abide by the rules and regulations as prescribed herein. The Subrecipients will, in all solicitations or advertisements for personnel to perform services under the Subrecipient Agreement, state that all qualified Applicants will receive consideration for employment without regard to race, color, religion, gender, or national origin.
8. If either party hereto is prevented from completing its obligations under the Subrecipient Agreement by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the parties hereto, then such party shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.
9. The section headings in these Specifications are for convenience in reference and are not intended to define or limit the scope of any of the conditions, terms or provisions of these specifications.
10. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decision of the City Attorney or his authorized representative shall be final.

XXIV. Conflict of Interest

CHARTER XXII Sec. 11 FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED

(a) No city official or employee shall have any financial interest, direct or indirect, in any Subrecipient Agreement with the city, or be financially interested, directly or indirectly, in the sale to the city of any land, materials, supplies or services, except on behalf of the city as a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or

employee's office or position with the city. Any violation of this section, with knowledge, express or implied, of the person or corporation Subrecipient Agreement with the city shall render the Subrecipient Agreement involved voidable by the city manager or the city council.

(b) The alleged violations of this section shall be matters to be determined either by the trial board in the case of employees who have the right to appeal to the trial board, and by the city council in the case of other employees.

(c) The prohibitions of this section shall not apply to the participation by city employees in federally funded housing programs, to the extent permitted by applicable federal or state law.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form Subrecipient Agreements for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9) 11HAPTER XXII.1

XXV. Wage Floor Rate Requirement

1. On November 10, 2015, the Dallas City Council passed Resolution 15-2141 which requires prime Subrecipients, awarded general service Subrecipient Agreements valued greater than \$50,000, and first-tier Subrecipients on the Subrecipient Agreement to pay their employees rendering services on the Subrecipient Agreement a wage floor of not less than \$11.15 per hour.
2. Pursuant to Resolution 15-2141 the wage floor requirement for all general service Subrecipient Agreements greater than \$50,000 shall be effective immediately on all new Subrecipient Agreements awarded after November 10, 2015. Subrecipients bidding/proposing on general service Subrecipient Agreements shall take into consideration such wage floor requirements in their bid/proposal. The wage floor requirement for the City of Dallas' general service Subrecipient Agreements shall be derived from the most current Massachusetts Institute of Technology Living Wage publication and shall remain fixed for the term of the respective Subrecipient Agreement. The City reserves the right to audit such Subrecipient Agreements for compliance with the wage floor requirement as mandated by Resolution 15-2141. This requirement does not apply to construction Subrecipient Agreements in which prevailing wage of employees is governed by the Davis-Bacon Act as defined in the Texas Local Government Code 2258, purchase of goods, procurements made with grant funds or procurements made through cooperative and/or inter-local agreements.
3. The purpose of this policy is to promote an acceptable wage floor for working families in the City of Dallas, increase the level of service delivered to the City through specific Subrecipient Agreements and reduce turnover in such Subrecipient Agreements thus maintaining a continuous and consistent level of service for vested parties.
4. The City Manager shall use the following definitions to administer the benefactors of the "wage floor" for purposes of the referenced resolution:
 - "City" means the City of Dallas, Texas.
 - "General Services Subrecipient Agreement" means any agreement between the City and any other Person or business to provide general services through an awarded City Subrecipient Agreement valued greater than \$50,000. A General Services Subrecipient Agreement for purposes of the Resolution does not include (i) a Subrecipient Agreement between the City and another governmental entity or public utility, (ii) a Subrecipient Agreement subject to federal or state laws or regulations that would preclude the application of the application of the wage floor, (iii) or a Subrecipient Agreement with all services under the Subrecipient Agreement performed outside of the City of Dallas.
 - "Subrecipients" means any Person or business that has entered into its own Subrecipient Agreement with a prime Subrecipients to perform services, in whole or in part, as a result of an awarded City general
 - "Employee" means any person who performs work on a full-time, part-time, temporary, or seasonal basis, including employees, temporary workers, Subrecipient Agreement workers, contingent workers, and persons made available to work through services of a temporary services, staffing or employment agency or similar entity.

XXVI. Wage Floor Reporting Requirements

Subrecipients awarded City general services Subrecipient Agreements as described in the wage floor rate requirement section of this specification shall be required to provide the buyer the residential zip code and respective number of employees directly impacted by the wage floor requirement ten days after Council approval and on January 1st. but not later than January 31st. for the term of the Subrecipient Agreement. The Subrecipients shall submit the report to the Subrecipient Agreement administrator during the established period.

XXVII. Wage Floor Compliance Requirements

Subrecipients submitting a response to a solicitation for general services must comply with the wage floor requirement to be considered responsive. The City may request that Subrecipients, at any time during the pre- or post-award process, demonstrate compliance with the wage floor requirement. Subrecipients not compliant with the wage floor requirement will be deemed nonresponsive and will not be considered for award. Subrecipients awarded general service Subrecipient Agreements must comply with the wage floor policy and reporting requirements for the term of the Subrecipient Agreement. Failure to remain in compliance may result in breach of Subrecipient Agreement.

XXVIII. Certificate of Interested Parties (Form 1295)

All vendors recommended by City staff for a Subrecipient Agreement pursuant to this RFA will be required to comply with Section 2252.908 of the Texas Government Code. Each vendor shall complete Form 1295-Certificate of Interested Parties- for every Subrecipient Agreement for which they're recommended. Vendor will complete the form electronically at the Texas Ethics Commission website,

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm,

and submit a copy to the Department of Housing & Neighborhood Revitalization before the Subrecipient Agreement information will be sent to the City Attorney's Office to draft the Subrecipient Agreement. Once the terms of the Subrecipient Agreement are fully negotiated; the recommended vendor has signed the Subrecipient Agreement indicating agreement with the terms of the Subrecipient Agreement; and the Form 1295 is on file at the Texas Ethics Commission website with a copy provided to Department of Housing & Neighborhood Revitalization ; the Subrecipient Agreement will be routed for electronic signature.

XXIX. Development Costs

Neither City of Dallas nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFA. Subrecipients are encouraged to prepare their Proposals simply and economically, providing a straightforward and concise description of your firm's ability to meet the requirements of the RFA.

XXX. Termination

The City may terminate this agreement in whole or in part by giving thirty (30) days written notice thereof to Subrecipients. The City will compensate Subrecipients in accordance with the terms of the agreement for all goods and services delivered and accepted prior to the effective date of such termination notice.

Attachment 1

Responsive Checklist

Item No.	Title of Item	Received	Not Received
1	Organization Chart: Entire Agency		
2	Organization Chart and Narrative: Division/Section		
3	Federal Tax-Exempt Status Affirmation Letter		
4	Articles of Incorporation		
5	Audited Financial Statements		
6	Single or Program-Specific Audit		
7	System for Award Management Screenshot		
8	Texas Secretary of State Business Search Database Screenshot		
9	Federal IRS Form 990		
10	Letters of Reference		
13	Certificate of Liability Insurance		
14	Board of Directors		
15	Board Minutes		
16	Historic Narrative		
17	Work Plan and Budget		
18	Business Inclusion and Development Plan		
20	Drug-Free Workplace Policy		
21	Federal Accountability and Transparency Act		

Attachment 2
Scoring Table

Item	Review Area	Max Points	Description of Item for Review	Max Score for subcategory
1	Organizational Capacity	30	<p>a. Organization program/project experience: Applicant describes their experience in successfully implementing programs/projects of similar scope and comparable complexity. Points are provided based on performance on past and current contracts and experience in providing rental assistance.</p> <p>b. Organization Experience w/ LMI clients: Applicant has experience in providing services to LMI residents or presumed LMI; applicant explains how experience is applicable and beneficial.</p> <p>c. Collaboration: Applicant describes and provides specific examples of collaboration with similar organizations, peer to peer networks, and/or partner agencies for referral purposes to benefit LMI/presumed LMI clients.</p>	<p>10</p> <p>10</p> <p>10</p>
2	Work Plan	45	<p>Project Summary: Description of project includes services and characteristics of population(s) to be served. Provide an outreach plan and explain how you will reach out to hard-to-reach populations; how are applicants selected; provide project goals; timelines; budget; staff; and available funding information.</p> <p><i>Provide demographic information on the clientele your organization has served in the last six months (your response may include zip code, racial/ethnic composition, languages spoken).</i></p> <p><i>What is your proposed strategy for meeting those Dallas residents who would otherwise be reluctant to apply for services? Include plans for targeted geographic areas, if applicable.</i></p>	<p>25</p> <p>10</p> <p>10</p>
3	Documented Need	25	Applicant provides an explanation and justification for total amount of	25

Attachment 2
Scoring Table

			CDBG funds requested in relation to the services provided. Information provided should be consistent with the proposed budget section.	
			Total	100

Attachment 3

Insurance Requirements

SECTION A.

CONSULTANT shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C** (a), certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CONSULTANT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

SECTION B.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONSULTANT and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONSULTANT shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONSULTANT).

SECTION C. REQUIRED PROVISIONS

a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
The CONSULTANT agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- (i) Housing, Attention: Thor Erickson, 1500 Marilla, Dallas, Texas 75201 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
 - c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

Insurance Requirements

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to CONSULTANT'S right to maintain reasonable deductibles, CONSULTANT shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONSULTANT'S sole expense, insurance coverage in the following type(s) and amounts:

1. **WORKERS' COMPENSATION and EMPLOYERS LIABILITY**

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

Bodily Injury by Accident: \$500,000.00 Each Accident
Bodily Injury by Disease: \$500,000.00 Each Employee
Bodily Injury by Disease: \$500,000.00 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- c) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

NOTES:

- i. If CONSULTANT will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONSULTANT shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CONSULTANT is a non-subscriber or is self-insured, CONSULTANT shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE**

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Consultants and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate.

Insurance Requirements

The policy shall include:

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this contract.

3. **PROFESSIONAL LIABILITY INSURANCE**

Professional Liability Insurance to provide coverage against any claim which the CONSULTANT becomes legally obligated to pay as damages arising out of the performance of professional services caused by any negligent error, omission, or act, or the failure to properly perform professional services, with minimum limits of \$1,000,000.00 per claim.

The policy shall include:

- a) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- b) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- c) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy

Insurance Requirements

4. **CYBER/TECHNOLOGY NETWORK LIABILITY AND RISK INSURANCE**

Cyber/Technology Network Liability and Risk Insurance, inclusive of Information Security and Privacy (first and third party coverage) to provide coverage for any damage caused by a network risk, cyber act or breaches of data and privacy right, the rendering of, or the failure to properly perform professional services for, but not limited to, computer programming, management information systems, negligent system design, disclosure of confidential information, and copyright infringement with minimum limits with minimum limits of \$1,000,000.00 per claim.

The policy shall include:

- a) An endorsement to name the City of Dallas and its officers, employees and elected representatives as additional insureds for its Vicarious Liability. If the policy contains an Insured versus Insured exclusion, then such exclusion shall be amended so that City of Dallas may assert claims against CONSULTANT without being excluded under Insured versus Insured language. (i.e. Include a carve-back for the insured versus insured exclusion)
- a) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- b) Provide that CONSULTANT'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- b) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *twenty-four (24) months* following completion of the contract and acceptance by the City. Renewal policies shall have the same retroactive date as the original policy.

NOTE: Professional Liability Insurance and Cyber/Technology Network Liability and Network Risk Insurance may be combined on one policy with a \$2,000,000.00 limit.

SECTION E. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONSULTANT, the CONSULTANT shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the services/work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONSULTANT as an additional insured.

Insurance Requirements

(2) CONSULTANT shall obtain and monitor the certificates of insurance from each Subcontractor. CONSULTANT must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION F. CONSULTANT LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONSULTANT or its subcontractors shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONSULTANT from liability.

SECTION G. INDEMNITY

CONSULTANT agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONSULTANT'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CONSULTANT, its officers, agents, employees, or subcontractors, in CONSULTANT'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CONSULTANT and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONSULTANT (COMPANY NAME): _____

BY: _____

Signature of Authorized Representative

NAME: _____

Name of Authorized Representative (please print)

DATE: _____

Attachment 4 Current Income Limits for Low Income Families

These definitions are effective: **July, 1 2020 through publication of the 2021 income limits.**

HUD Metro FMR Area (HMFA) estimate of the median family income for the Dallas area is:

\$ 86,200

Source: FY 2020 HUD Income Limits website at <https://www.hudexchange.info/resource/5334/cdbg-income-limits/>

Effective date: July 1, 2020 per HUD website cited above.

Eligibility Standard ²	Number of Persons in the Household								
	1	2	3	4	5	6	7	8	9
140%	\$ 84,476	\$ 96,544	\$ 108,612	\$ 120,680	\$ 130,334	\$ 139,989	\$ 149,643	\$ 159,298	\$ 168,952
135%	\$ 81,459	\$ 93,096	\$ 104,733	\$ 116,370	\$ 125,680	\$ 134,989	\$ 144,299	\$ 153,608	\$ 162,918
130%	\$ 78,442	\$ 89,648	\$ 100,854	\$ 112,060	\$ 121,025	\$ 129,990	\$ 138,954	\$ 147,919	\$ 156,884
125%	\$ 75,425	\$ 86,200	\$ 96,975	\$ 107,750	\$ 116,370	\$ 124,990	\$ 133,610	\$ 142,230	\$ 150,850
120%	\$ 72,408	\$ 82,752	\$ 93,096	\$ 103,440	\$ 111,715	\$ 119,990	\$ 128,266	\$ 136,541	\$ 144,816
115%	\$ 69,391	\$ 79,304	\$ 89,217	\$ 99,130	\$ 107,060	\$ 114,991	\$ 122,921	\$ 130,852	\$ 138,782
110%	\$ 66,374	\$ 75,856	\$ 85,338	\$ 94,820	\$ 102,406	\$ 109,991	\$ 117,577	\$ 125,162	\$ 132,748
105%	\$ 63,357	\$ 72,408	\$ 81,459	\$ 90,510	\$ 97,751	\$ 104,992	\$ 112,232	\$ 119,473	\$ 126,714
100%	\$ 60,340	\$ 68,960	\$ 77,580	\$ 86,200	\$ 93,096	\$ 99,992	\$ 106,888	\$ 113,784	\$ 120,680
95%	\$ 57,323	\$ 65,512	\$ 73,701	\$ 81,890	\$ 88,441	\$ 94,992	\$ 101,544	\$ 108,095	\$ 114,646
90%	\$ 54,306	\$ 62,064	\$ 69,822	\$ 77,580	\$ 83,786	\$ 89,993	\$ 96,199	\$ 102,406	\$ 108,612
85%	\$ 51,289	\$ 58,616	\$ 65,943	\$ 73,270	\$ 79,132	\$ 84,993	\$ 90,855	\$ 96,716	\$ 102,578
80% ³	\$ 48,300	\$ 55,200	\$ 62,100	\$ 68,950	\$ 74,500	\$ 80,000	\$ 85,500	\$ 91,050	\$ 93,100
75%	\$ 45,255	\$ 51,720	\$ 58,185	\$ 64,650	\$ 69,822	\$ 74,994	\$ 80,166	\$ 85,338	\$ 90,510
70%	\$ 42,238	\$ 48,272	\$ 54,306	\$ 60,340	\$ 65,167	\$ 69,994	\$ 74,822	\$ 79,649	\$ 84,476
65%	\$ 39,221	\$ 44,824	\$ 50,427	\$ 56,030	\$ 60,512	\$ 64,995	\$ 69,477	\$ 73,960	\$ 78,442
60%	\$ 36,240	\$ 41,400	\$ 46,560	\$ 51,720	\$ 55,860	\$ 60,000	\$ 64,140	\$ 68,280	\$ 69,840
50% ³	\$ 30,200	\$ 34,500	\$ 38,800	\$ 43,100	\$ 46,550	\$ 50,000	\$ 53,450	\$ 56,900	\$ 60,300
30% ³	\$ 18,100	\$ 20,700	\$ 23,300	\$ 25,850	\$ 27,950	\$ 30,000	\$ 32,100	\$ 34,150	\$ 34,950
Size adjustment:	70%	80%	90%	100%	108%	116%	124%	132%	140%

¹ Ending date is dependant upon HUD's release of the new income limits for the Federal Fiscal Year.

² Eligibility for housing assistance programs is usually expressed as a percentage of the area-wide median family income (AMFI). For example, eligibility for a given program may be limited to families whose income "does not exceed 50% of AMFI, with adjustments for family size." This means that 100% of 50% of the AMFI is the upper eligible income for a family of four persons. Eligibility limits for smaller families use a smaller percentage of 50% of the AMFI while limits for larger families use larger percentages of 50% of the AMFI.

³ Income for the 80%, 50% and 30% categories are HUD's estimated figures rounded to the nearest \$50.

Note 1: Figures shown are actual calculated figures except categories for 80%, 50%, and 30% which are HUD's published figures. HUD allows for rounding calculated amounts up to the nearest \$50.

Note 2: The Dallas, TX HUD Metro FMR Area consists of the following counties: Collin, Dallas, Denton, Ellis, Hunt, Kaufman, and Rockwall.

Note 3: HUD literature refers to the 80% (of AMFI) standard as "low income" and the 50% standard as "very low income". The HUD definition "extremely low income" is not used for most HUD-funded programs; only in the Public Housing and Section 8 programs. The "extremely low income" amounts are the higher of 30% of AFMI or the 2020 Poverty Guidelines published by the Dept. of Health and Human Services. **Use the 30% of AMFI from the table below only for Public Housing and Section 8 programs.**

Eligibility Standard ³	Number of Persons in the Household								
	1	2	3	4	5	6	7	8	9
30%	\$ 18,100	\$ 20,700	\$ 23,300	\$ 26,200	\$ 30,680	\$ 35,160	\$ 39,640	\$ 44,120	\$ 48,600

Note 4: Due to the Housing and Economic Recovery Act of 2008 (Public Law 110-289) these limits may not be applicable to projects financed with Section 42 Low Income Housing Tax Credits (LIHTC) or Section 142 tax exempt private equity bonds. Those projects should use the Multifamily Tax Subsidy Project Income Limits.

**Attachment 5
City of Dallas
Direct Benefit Activities Report**

Subrecipient's Name _____ Report Period _____

Current Month Unduplicated <u>Total</u>	Unduplicated Cumulative <u>YTD</u>
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Section I. Total number of households/persons assisted _____

Section II. Total number of households/persons assisted (from Section I)
who are:

Part A. Financial Status *

1. Extremely Low Income	_____	_____
2. Low Income	_____	_____
3. Moderate Income	_____	_____
Total	_____	_____

* See Federal Income Eligibility Guidelines

Part B. Family Status

1. Total Female Headed Households _____

Part C. Race and Ethnicity Data

	Current Month Undupl Total	Current Month Undupl Total (Hispanic or Latino)	Undupl. Cumulative YTD	Undupl. Cumulative YTD (Hispanic or Latino)
Single Race				
1. White	_____	_____	_____	_____
2. Black/African American	_____	_____	_____	_____
3. Asian	_____	_____	_____	_____
4. American Indian/Alaskan Native	_____	_____	_____	_____
5. Native Hawaiian or Other Pacific Islander	_____	_____	_____	_____
Multi-Race				
1. American Indian/Alaskan Native & White	_____	_____	_____	_____
2. Asian & White	_____	_____	_____	_____
3. Black/African American & White	_____	_____	_____	_____
4. American Indian or Alaskan Native & Black & African American	_____	_____	_____	_____
5. Other Multi-Racial	_____	_____	_____	_____
Total	_____	_____	_____	_____

Section III. Council District (List the Council District information for facility)

FACILITY LOCATION(S)

SERVICE AREA

(List the Council District information for the individuals shown in Section I, Column I.)

I certify that 100% of the clients receiving services are eligible in accordance with the appropriate income limits as specified by the U. S. Department of Housing and Urban Development (HUD), Eligible Persons Income Guidelines.

Executive Director

Date

DEFINITIONS

The five racial categories are defined as follows:

- a) **American Indian or Alaska Native.** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- b) **Asian.** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent including, for example, Cambodia, China, Japan, Malaysia, Pakistan, the Philippines Islands, Thailand, and Vietnam.
- c) **Black or African American.** A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black or African American."
- d) **Native Hawaiian or Other Pacific Islander.** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- e) **White.** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

The two ethnic categories are defined as follows:

- a) **Hispanic or Latino.** A person of Cuban, Mexican, Puerto Rican, South or Central America, or other Spanish culture or origin, regardless of race. The term, "Spanish origin," can be used in addition to "Hispanic or Latino."
- b) **Not Hispanic or Latino.** A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

CDBG Presumed Benefit

If a Contractor is serving presumed eligible clientele, their financial status should be based on the categories listed below unless other information is available to support another income category.

- a) **Abused Children:** Extremely Low Income
- b) **Battered Spouses:** Low Income
- c) **Severely Disabled Adults:** Low Income
- d) **Homeless Persons:** Extremely Low Income
- e) **Illiterate Adults:** Low Income
- f) **Persons with AIDS:** Low Income
- g) **Migrant Farm Workers:** Low Income

Elderly:

- h) (a) if assistance is to acquire, construct, convert and/or rehabilitate a senior center or to pay for providing center-based senior services, report clientele as moderate income; or
(b) If assistance is for other services (not center-based), report the elderly as low-income