



Request for Proposals (RFP) HOME-ARP Funds Tenant-based Rental Assistance (TBRA)

Released on April 12, 2024

Background

The HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities including building, buying, and/or rehabilitating affordable and attainable housing for rent or homeownership. HOME is the largest Federal block grant to state and local governments designed exclusively for this purpose. The U.S. Department of Housing and Urban Development (HUD) manages HOME, and the Community Development Department administers these funds on behalf of Tarrant County.

The American Rescue Plan (ARP) provided \$5 billion to assist individuals or households who are homeless, at-risk of homelessness, and other vulnerable populations (“Qualifying Populations”) by providing housing, rental assistance, supportive services, and non-congregate shelter, to reduce homelessness and increase housing stability across the country. These grant funds are administered through the HOME program as HOME-ARP. More details regarding the requirements for the use of these funds can be found in [Notice CPD-21-10](#) (the “Notice”).

The Tarrant County Community Development team reached out to more than 100 community stakeholders, including those representing Qualifying Populations (QPs), to gain feedback on how the HOME-ARP funds should be spent through surveys, stakeholder interviews, stakeholder call sessions, a human-centered design workshop, and public participation. This feedback was used to create the HOME-ARP Allocation Plan (the “Plan”), which was submitted and approved by HUD in 2023. The Plan outlined several uses, including \$489,407 for tenant-based rental assistance (TBRA), which Tarrant County will work with community partners to carry out as outlined in this RFP.

Funding Announcement and Eligible Costs

Tarrant County announces the availability of up to \$489,407 in federal funding under the HOME Investment Partnerships Program (HOME) American Rescue Plan (ARP) to provide tenant-based rental assistance (TBRA) for residents residing within Tarrant County, outside the city limits of Arlington, Fort Worth, and Grand Prairie.

Eligible Costs for Tenant-based Rental Assistance (TBRA)

Eligible costs under HOME-ARP TBRA include rental assistance, security deposit payments, and utility deposit assistance to qualifying households. HOME-ARP funds may be used to pay for up to 100% of these eligible costs. The amount of funds that may be provided for a security deposit may not exceed the equivalent of two (2) months' rent. Utility deposit assistance is an eligible cost only if rental assistance or a security deposit payment is provided. Costs of inspecting the housing are also eligible costs.

Ineligible Costs

HOME-ARP TBRA may not be used to pay for the homebuyer program as defined at 24 CFR 92.209(c)(2)(iv). Additionally, these funds may not be used for Administration.

Tenant Selection

Only households in the QPs are eligible to receive HOME-ARP TBRA assistance. Tarrant County did not establish preferences or referral methods due to the diverse and immediate needs of the community, especially as HOME-ARP funding offers greater flexibility than Continuum of Care (CoC) Rapid Rehousing programs.

Applicants should submit a copy of their tenant selection policies as part of their proposal. At a minimum, these policies should:

- Limit eligibility to households that meet one (1) of the HOME-ARP QP definitions in accordance with HOME-ARP requirements.
- Must comply with all applicable fair housing, civil rights, and nondiscrimination requirements.
- If a waiting list of any kind is used, participants must be selected in chronological order of their application, insofar as is practical.
- Give prompt written notification to any rejected applicant on the grounds of any rejection.
- Comply with VAWA requirements as described in 24 CFR 92.359.

Tenant Protection

Subrecipients must require and verify that there is an executed lease between the qualifying household and the owner of the rental unit or between a sponsor with a sublease between the qualifying household and the owner of the rental unit.

Prohibited Lease Terms

The lease may **not** contain any of the following provisions:

- **Agreement to be sued** – Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.
- **Treatment of property** – Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State Law.
- **Excusing owner from responsibility** – Agreement by the tenant not to hold the owner or the owner’s agents legally responsible for any action or failure to act, whether intentional or negligent.
- **Waiver of notice** – Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant.
- **Waiver of legal proceedings** – Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant can present a defense, or before a court decision on the rights of the parties.
- **Waiver of a jury trial** – Agreement by the tenant to waive the tenant’s right to a trial by jury.
- **Waiver of right to appeal court decision** – Agreement by the tenant to waive the tenant’s right to appeal, or to otherwise challenge in court, a court decision in connection with the lease.
- **Tenant chargeable with cost of legal actions regardless of outcome** – Agreement by the tenant to pay attorney’s fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
- **Mandatory supportive services** – Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered as a requirement for program participation.

Monitoring

Tarrant County will conduct monitoring reviews in accordance with the Notice. Tarrant County may contract additional reporting requirements in alignment with Audit, Budget and Risk Management,

and/or Community Development needs and objectives as detailed in the Subrecipient Agreement. Subrecipients must cooperate fully in any review conducted by Tarrant County, its authorized representatives, and/or the federal government. If it is determined corrective actions must be taken, Tarrant County will request a written Corrective Action Plan (CAP) detailing actions that will be taken to remedy the deficiencies.

Funding Details

This RFP will allocate a total of \$489,407 in HOME-ARP funds. Award amounts may vary depending on eligible applications submitted.

All grant funding will be paid on a monthly reimbursement basis within 30 days of an approved invoice. Specific grant terms for selected proposals will be negotiated and outlined in a Subrecipient Agreement. No funds will be disbursed without the execution of a legally binding written agreement that complies with HOME-ARP requirements.

Additional Considerations

Please note this is not a comprehensive list of all project requirements; however, it does provide guidance on some common components. Applicants should review this list carefully to ensure they will be able to comply prior to applying for funding.

- **Use of HOME funds** – The written agreement describes the amount and uses of the HOME-ARP funds, the tasks to be performed, the services to be provided, and include a budget. The written agreement cannot agree to provide HOME-ARP funds after the end of the HOME-ARP budget period.
- **Records and Reports** – The agreement specifies the records that must be maintained and the information or reports that must be submitted to assist the PJ in meeting its recordkeeping and reporting requirements under the Notice. The subrecipient must provide data to be reported to federal systems on a quarterly basis, by the 30th day after the end of each calendar quarter, on the number of QP households served, including race and ethnicity, household size, and household type of the households assisted.
- **Duration and Disbursement of Funds** – The agreement specifies the duration of the agreement, and state that disbursement of funds under the agreement may not be requested until the funds are needed. Tarrant County disburses funds on a monthly reimbursement basis only. All reimbursement requests must be submitted at least 90 days prior to grant expiration.
- **Rental Assistance Contract** – HOME-ARP TBRA must be provided through a rental assistance contract with Tarrant County and (1) an owner that leases a unit to a qualifying household; (2) the qualifying household; (3) a HOME-ARP sponsor; or (4) an owner and the qualifying household in a tri-party contract.

- **Use of a HOME-ARP Sponsor** – A HOME-ARP sponsor, a nonprofit organization that provides housing or supportive services to qualifying households, may facilitate the use and maintenance of HOME-ARP TBRA. A sponsor may make rental subsidy payments and a security deposit payment on behalf of a qualifying household.
- **Term of Rental Assistance Contract** – The maximum term of HOME-ARP TBRA assistance contracts will be one (1) year. These contracts will not be eligible for renewal or extensions.
- **Maximum Subsidy** – For the first three (3) months of the HOME-ARP TBRA assistance contract, Tarrant County will provide up to 100% subsidy for rent and security deposits. For months four (4) through six (6), Tarrant County will provide up to 50% subsidy for rent. For months seven (7) through twelve (12), Tarrant County will provide up to 25% subsidy for rent. The household’s contribution will be any remaining balances, fees, or arrears.
- **Rent Reasonableness** – The subrecipient must determine whether the rent is reasonable for other comparable unassisted units and must reject a lease if the rent is not reasonable.
- **Housing Quality Standards** – Housing must comply with all housing quality standards required at 24 CFR 982.401 (or successor standards issued by HUD) unless the tenant is residing in a HOME or HOME-ARP unit, in which case Tarrant County will defer to initial and ongoing inspection standards.
- **Compliance with HOME-ARP Program Requirements** – The agreement must comply with HOME-ARP program requirements for the HOME-ARP TBRA activities as described in the Notice.
- **Repayments** – Any HOME-ARP funds that are used for costs that are not eligible under the Notice, or are later deemed ineligible, must be repaid back to Tarrant County, and reimbursed to HUD.

Contents of the Proposal

To receive full consideration for funding, proposals must include Exhibits A (Request Summary Form) and B (Statement of Certification) included in this document, as well as clearly answer all the narrative questions outlined in the Selection Criteria. Additional documentation is welcome and encouraged and should be included, as appropriate.

File names should be in the following form: YYMMDD_HOME-ARP_ProjectName_FileDescription (e.g., 230701_HOME-ARP_HarvardCourt_Budget).

Please provide a jump drive with all contents of your proposal to: Tarrant County Community Development, Attn: Marguerite Allen, Assistant Director, 2501 Parkview Dr., Ste. 420, Fort Worth, TX 76102.

The organization must be available and able to present the proposal to Tarrant County staff if requested. This presentation would cover topics related to the proposal and may be expanded.

Selection Criteria

All proposals will be evaluated based on the following criteria. Please ensure each of these items are addressed in the proposal. Applicants are encouraged to include qualitative and quantitative data, as well as letters of support in their proposals. Proposals must score at least 75 points to be considered for funding.

Quality of Proposal – 30 Points

Applicants should include a detailed narrative describing their TBRA program, including how many households will be served directly using HOME-ARP funds and how they will be determined to be QPs. Applicants should include a timeline for the expenditure of funds¹, the geographic area to be served², staffing requirements, how records will be collected and maintained, and quality control efforts. Additionally, applicants should describe how they will develop, implement, and maintain written procedures specific to the program and in alignment with the Notice. Quantitative and qualitative data, supporting documentation, sample client files, and copies of policies and procedures are encouraged.

During the Consultation Process, stakeholders identified childcare, housing searches and rehousing costs, and job training as critical needs. Transportation, substance abuse treatment, health services, and financial assistance were also highly ranked. Up to 10 points in this category may be awarded for supportive services programs that address these challenges.

Financial Feasibility – 15 Points

Proposals should provide a detailed budget, including contingencies as expected or necessary. Sources and uses should be identified and be efficient in the use of HOME funds. Budgets should be detailed and clearly identify any funding shortfalls.

Applicants should describe what the implications would be if the proposal does not receive full funding as presented, including whether the program would move forward. Additionally, applicants should describe how unexpected costs will be covered and/or remedied.

Organizational Capacity and Experience with Federal Funds – 15 Points

Tarrant County is seeking proposals showcasing organizational capacity and extensive experience with federal funds and other TBRA programs. A summary of past projects is welcomed and encouraged. Applicants should have adequate capacity with diverse skillsets. Tarrant County is looking for applicants that have a strong interest in continuing to provide services in the community after HOME-ARP funds have been exhausted.

Applicants should include organizational charts, staff resumes, leadership (including Boards of Directors, if applicable), and operating budgets for each partner entity involved in the project.

¹ Not to exceed one (1) year.

² Must be within Tarrant County, outside the cities of Arlington, Fort Worth, and Grand Prairie.

Community Impact – 15 Points

The proposal should include a narrative that showcases a positive impact on the community in alignment with the purpose of HOME-ARP funds. Applicants are encouraged to include qualitative and quantitative data to demonstrate positive performance as well as metrics demonstrating the return on investment.

Community Engagement – 15 Points

Applicants are required to communicate with Tarrant County residents, neighborhood organizations, community members, landlords, clients, Tarrant County staff, and other partner agencies throughout the process. Applicants should outline how they will meet this objective.

Project Readiness – 10 Points

Tarrant County requires that all TBRA programs start within 90 days of an executed written agreement and finish in 24 months. To ensure timeliness, applicants should evidence adequate staff capacity, financial capacity, internal controls (including procedures), workflows, clear responsibilities, and an implementation strategy.

Proposals should clearly indicate how each of these objectives has been met and anticipate any potential roadblocks to readiness.

Invalid Proposals

Submission of proposals from all qualified applicants is encouraged. Proposals will be automatically rejected for any of the following:

- Proposal is not for an eligible activity;
- Proposal is not in alignment with Tarrant County’s Action Plan, as amended;
- Applicant is not in good standing with local governments;
- Applicant has unresolved monitoring issues or has been found to be in noncompliance with any federal, state, or local grant or loan program requirements in the last five (5) years that has not had a resolution;
- Proposal is incomplete or does not meet the submission requirements; or
- Proposal includes false, misleading, or inaccurate information.

Additionally, Tarrant County also reserves the right to reject any or all proposals and/or to fund only a portion of a proposal.

Additional information

The prospective applicant certifies by submission of their proposal that neither it nor its principals are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state, or local department or agency.

Any party conducting business with HOME funds as part of the eligible activities cannot be listed on the federal debarred list of contractors. The online debarred list can be found on the System Award Management (SAM) website: <http://www.sam.org>. Any agencies currently out of compliance with any Tarrant County contracts are ineligible to apply.

Questions

Questions regarding this RFP should be directed to Marguerite Allen, meallen@tarrantcountytx.gov.

Exhibit A | Request Summary Form

Please print or type your responses below.

Organization Name	
Organization Address	
Organization Unique Entity Identifier (UEI)	
Organization Tax ID #	
Contact Name	
Contact Email	
Contact Phone	
Date of Application Submittal	
Project Category/Description	
Total Project Cost/Proposal Budget	
HOME-ARP Funding Request (% of Proposal Budget)	
Uses of HOME-ARP Funds	
Proposal Timeline, incl. Start Date	
# of Households Assisted	

Exhibit B | Statement of Certification

I hereby certify that all statements I have provided on this application and in the attachments herein are true; that I am authorized to sign this application and to make these statements on behalf of the applicant organization and that the organization understands that any representation which leads to the improper allocation and expenditure of public funds may result in legal action against the organization for retrieval of any such funds and appropriate penalties.

Signature

Title

Printed Name

Date