

# Exhibit B: Standard Solicitation Provisions & Instructions

2022-008 Cold Weather Shelter  
Health Equity and Community Engagement Division  
Austin Public Health

## Table of Contents

I.	DEFINITIONS.....	2
A.	STANDARD PURCHASING DEFINITIONS .....	2
B.	FUNDING DEFINITIONS .....	5
II.	STANDARD SOLICITATIONS PROVISIONS .....	5
C.	REQUEST FOR PROPOSALS.....	5
D.	PUBLICATION AND NOTICES .....	6
E.	COMMUNICATIONS AND MEETINGS .....	6
F.	PROPOSAL PREPARATION .....	7
G.	PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS.....	8
H.	SUBMISSION INSTRUCTIONS.....	8
I.	ACCEPTANCE OF PROPOSALS.....	11
J.	PROPOSAL EVALUATION .....	12
K.	CONTRACT AWARD AND EXECUTION .....	13
L.	ADMINISTRATIVE MATTERS .....	13
M.	EVALUATION OF PROPOSALS.....	16
N.	POST PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR .....	17
III.	SUPPLEMENTAL PURCHASE PROVISIONS .....	19
O.	EXPLANATIONS OR CLARIFICATIONS .....	19
P.	INSURANCE.....	19
Q.	TERM OF AGREEMENT .....	19
R.	ALLOWABLE AND UNALLOWABLE COSTS .....	19
S.	RECYCLED PRODUCTS.....	21
T.	INTERLOCAL PURCHASING AGREEMENTS.....	21
U.	OWNERSHIP AND USE OF DELIVERABLES .....	21

## **I. DEFINITIONS**

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### **A. STANDARD PURCHASING DEFINITIONS**

Whenever a term defined by the Uniform Commercial Code (UCC), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined.

1. **Addendum** - a written instrument issued by the Contract Awarding Authority that modifies or clarifies the Solicitation prior to the Due Date. “Addenda” is the plural form of the word.
2. **Agreement or Grant Agreement** - a binding legal agreement between the City and the Offeror. The Agreement includes, without limitation the Terms and Conditions and applicable exhibits.
3. **Agreement Awarding Authority** - a City department authorized to enter into Grant Agreements on behalf of the City.
4. **Anti-Racist Policies and Procedures** – a policy or procedure which intends to demonstrate the commitment of conducting operations and organization governance in an anti-racist manner and environment. The implementation will continue to make best efforts to ensure that all who work and interact with the organization are able to do so in an environment free of racism and that works to combat the effects of institutional racism.
5. **Applicant** - a person, firm, or entity that submits an application in response to a Request for Grant Application. Any Applicant may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status.
6. **Application** – a complete, properly signed response to a Request for Application, which if accepted, would bind the Applicant to perform the resultant Agreement.
7. **Appropriate, Appropriated, or Appropriation** - the adoption by the City Council of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.
8. **Austin Public Health** - means the City of Austin Department – Austin Public Health.
9. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
10. **Authorized Contact Person** – a person responsible for all communications and questions regarding the solicitation. Only answers from the Authorized Contact Person are valid regarding any questions about the solicitation.
11. **Best Application** - means the best evaluated Application in response to a Request for Application or Request for Proposal.
12. **Best Offeror** - means the Offeror submitting the Best Proposal.

13. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
14. **City** - the City of Austin, a Texas home-rule municipal corporation.
15. **Controlling Interest** means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stocks or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.
16. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
17. **Delivery Order** - a release against a Master Agreement authorizing delivery of goods and/or performance of services. A financial system document issued by the Department to encumber funds to pay for the deliverables.
18. **Due Date** - the date and time specified for receipt of Applications, Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
19. **Grantee** – the nonprofit entity awarded a Grant Agreement through the solicitation process
20. **Interested Party** – a person who has a Controlling Interest in a Business Entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, adviser, or attorney for the Business Entity.
21. **Late Submission** – an Application, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
22. **LGBTQIA2S+** - the broader community identifying as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Agender, Asexual, Two-Spirit and beyond.
23. **Master Agreement** - a term contract that is used when the total quantity required cannot be fixed but can be stated as an estimate or within maximum and minimum limits with deliveries on demand. A Master Agreement does not create a financial obligation.
24. **Offer** - a complete signed response to a Solicitation including, but not limited to, an Invitation for Bid, a Request for Proposal, a Request for Qualification Statements, or a Request for Quotation.
25. **Offeror** - a person, firm, or entity that submits an Offer in response to a City Solicitation. Any Offeror may be represented by an agent after submitting evidence demonstrating the agent's

authority. The agent cannot certify as to his own agency status. Includes Bidders, Offerors, Quoters, Contractors and Consultants.

26. **Pre-Application/Pre-Bid Submittal Conference** - a conference conducted by the Grant or Contract Awarding Authority, held in order to allow Applicants and Offerors to ask questions about the proposed solicitation and particularly the solicitation specifications.
27. **Professional Services** - services that use skills that are predominantly mental or intellectual, rather than physical or manual such as accounting, architecture, land surveying, law, medicine, optometry, professional engineering, etc.
28. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Offeror to perform the resultant Contract.
29. **Proposal Guaranty** - a form of security assuring that the Offeror (a) will not withdraw the Proposal within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Offeror upon execution of a Contract.
30. **Purchase Order (PO)** - an order placed by a City department for the purchase of Goods and/or Services written on the City's standard Purchase Order form and which, when accepted by the Vendor becomes a Contract. The Purchase Order is the Vendor's authority to deliver and invoice the City for Goods and/or Services specified, and the City's commitment to accept the Goods and/or Services for an agreed upon price.
31. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
32. **Request for Applications (RFA)** – a solicitation used to acquire social services from a nonprofit entity to address community needs resulting in a grant agreement for services.
33. **Request for Proposals (RFP)** - a formal procurement method using a competitive solicitation process to acquire goods and/or services when a clearly defined scope of work or specification is not available.
34. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
35. **Request for Quotation (RFQ)** - a solicitation used to acquire goods and/or services with a total dollar value less than the State of Texas competitive bidding amount.
36. **Resident Bidder** - a person, firm, or entity whose principal place of business is in the State of Texas, including a Contractor whose ultimate parent company or majority owner has its principal place of business in the State of Texas.

37. **Responsible Offeror** - means the financial and practical ability of the Offeror to perform the Contract and takes into consideration resources, expertise, and past performance of the Offeror as well as compliance with all City ordinances concerning the purchasing process.
38. **Responsive** - meeting all the requirements of a Solicitation.
39. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
40. **Solicitation** - as applicable, includes Request for Applications, Request for Proposal, Request for Qualification Statements, Request for Quotation, Request for Information, Request for Interest, or such other request as defined by the City.
41. **Subgrantee** - a person, firm, or entity providing goods and/or services to a prime Grantee / to be used in the performance of the prime Grantee obligations under a Grant Agreement.
42. **Vendor** - a person, firm, or entity that sells Goods and/or Services.

## **B. FUNDING DEFINITIONS**

1. **General Fund** – Main operating fund for the City of Austin
2. **ARPA** – American Rescue Plan Act, funding from the U.S. Treasury Department

## **II. STANDARD SOLICITATIONS PROVISIONS**

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### **C. REQUEST FOR PROPOSALS**

1. **Invitation:** The City of Austin invites all Responsible Offerors to submit Proposals to provide the social services described in this Solicitation.
2. **Documents:** This Request for Proposals (“RFP” or “Solicitation”) is composed of all documents listed in the Attachments section of the Solicitation Offer Sheet.
3. **Process:** The process described in this RFP is the Request for Proposal process for Social Services. This process is procedurally compliant with the competitive proposal processes prescribed by Texas Local Government Code Ch. 252 and Ch. 271.
4. **Changes:** The City may change or revise any of the contents of this Solicitation through the issuance of a written Addendum. Any Addenda issued will be added to the Attachments section of the Solicitation Cover Sheet. The Version number displayed in the Solicitation Cover Sheet will indicate the number of Addenda issued. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Offerors shall not rely upon such explanation, clarification, interpretation, or change. Oral explanations or instructions given before the award of the Contract are not binding.

5. **Review of Documents:** Offerors shall review the entire Solicitation, as revised. Offerors shall notify the Authorized Contact Person(s) listed on the Solicitation Cover Sheet in writing of any omissions, ambiguities, inconsistencies or errors in the Solicitation prior to the Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Offerors shall also notify the City of any Solicitation contents the Offeror believes may be unreasonably restrictive.
6. **Equal Employment Opportunity:** No Grantee, or Grantee's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Application or Proposal submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the agreement and the Grantee's suspension or debarment from participation on future City agreements/contracts until deemed compliant with Chapter 5-4.
7. **Americans with Disabilities Act (ADA) Compliance:** No Grantee, or Grantee's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.
8. **Cancellation.** The City reserves the right to cancel this Solicitation at any time for any reason and to resolicit the goods and services included in this Solicitation.

#### **D. PUBLICATION AND NOTICES**

1. **Publication:** This Solicitation was published on the Austin Public Health's competition website: [APH Social Services Competitions](#) and in the online contract management database, [PartnerGrants](#) on the Published date displayed in the Solicitation Cover Sheet section.
2. **Email Notices:** On the Solicitation's Published date, email notices regarding this Solicitation were issued to all vendors registered in PartnerGrants and on the RFA/RFP email list managed by APH Competitions.
3. **RFP Distribution List:** Interested organizations can subscribe to that list by emailing a request [APHCompetitions@AustinTexas.gov](mailto:APHCompetitions@AustinTexas.gov).
4. **Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.

#### **E. COMMUNICATIONS AND MEETINGS**

1. **Authorized Contact Persons:** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet.
2. **Questions:** Offerors shall submit any questions concerning this Solicitation in writing via e-mail to the Authorized Contact Persons displayed on the Solicitation Cover Sheet. The City will respond to all questions received by the Questions Due Date and Time displayed on the Solicitation Cover Sheet. The

City will publish on the solicitation website and in the PartnerGrants opportunity all timely received questions and the City's responses to each.

3. **Pre-Application/Pre-Bid Conferences:** The City may hold one or more Pre-Bid Conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Bid Conference is being held and if attendance at this meeting is mandatory. If a Pre-Bid Conference is planned, the date, location, time, and any other necessary information regarding this meeting will also be displayed in the Solicitation Offer Sheet. Attendance at any Pre-Bid Conference will be recorded and will be included on the solicitation website and in Partnergrants following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Offerors shall not rely on verbal exchanges that may occur at a Pre-Bid Conference. Offerors shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

## F. PROPOSAL PREPARATION

1. **Proposal Submittals:** Offerors intending to respond to this Solicitation shall download and complete each of the Submittal documents listed in the Solicitation Cover Sheet. Submittal documents will include additional Solicitation instructions specific to its contents. Offerors will complete each Submittal in accordance with the instructions in the submittal.
2. **Exceptions:** Offerors shall indicate if they take exception to any portions of the Solicitation in their Proposal. Any exceptions included in the Proposal may negatively impact the City's evaluation of the Proposal or may cause the City to reject the Proposal entirely.
3. **Proposal Acceptance Period:** All Proposals are valid for a period of three hundred and sixty-five (365) calendar days subsequent to the RFA closing date unless a longer acceptance period is offered in the Proposal.
4. **Proprietary and Confidential Information:** All Proposals received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Offerors seeking to keep any portions of their Proposal confidential shall mark each such portion as "Proprietary". The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General's Office of the State of Texas, of any Proposal contents marked as "Proprietary". A copyright notice or symbol is insufficient to identify proprietary or confidential information.
5. **Cost of Proposal Preparation and Participation:** Offerors are responsible for all costs related to the preparation of their Proposal and incurred while participating in this Solicitation process.
6. **Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program:** Social Services competitions are exempt from MBE/WBE procurement.
7. **Technical Assistance:** An Offeror may request Technical Assistance at any time prior to the Proposal due date and time by submitting a request to the [APHCompetitions@austintexas.gov](mailto:APHCompetitions@austintexas.gov). The Designated



Contact person for the solicitation will provide technical assistance via email, on the phone or may refer the Offeror to another City staff member.

8. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Proposal must be initialed by the Offeror.
9. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Proposals should not include exempted taxes. The successful Offeror should request a Tax Exemption Certificate from the Purchasing Office. Under no circumstances shall the City be liable to pay exempt taxes under any Contract.

## **G. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

1. **PartnerGrants Registration:** Since APH is only accepting Proposals in PartnerGrants, all Offerors must do the following to get registered in PartnerGrants:
  - (1) Confirm that their organization is a registered vendor with the City of Austin.
  - (2) To find the City of Austin Vendor Number please visit [Austin Finance Online](#) and search for the organization's legal name.
  - (3) To register to become a potential City of Austin vendor, go to [Austin Finance Online](#) to register.
  - (4) Be a registered user in the PartnerGrants system. The Proposals will be submitted through this web-based system.
  - (5) To register, visit [PartnerGrants](#) and click on "Register Here." Note that the organization's City of Austin Vendor number is required to complete registration in PartnerGrants.
2. **Annual Agency Threshold Application:** All Offerors must complete an Annual Agency Threshold Application in [PartnerGrants](#) by doing the following:
  - (1) Once per 12 months, submit an Annual Agency Threshold Application in the [PartnerGrants](#) database.
  - (2) If approved, retain email notice(s) of approval.
  - (3) Approval remains valid for all competitions closing within the 12-month approval window starting with the original date of submission of the Annual Agency Threshold Application in PartnerGrants.

## **H. SUBMISSION INSTRUCTIONS**

### **ALL DOCUMENTS MUST BE UPLOADED INTO PARTNERGRANTS. NO PAPER COPIES WILL BE ACCEPTED.**

1. Please note: Only name your uploaded documents with letters and numbers. To reduce possible submission and/or review delays, please ensure the title of any attached file from your local drive DOES NOT contain any special characters. Letters and numbers are acceptable.

2. Final Proposal Instructions: Submit Form 2 - RFP Proposal and other required forms (see Required Documents below) by **September 22, 2022 by 3 PM CST.**
3. The Proposal must be submitted in the [PartnerGrants](#) database. No late submissions will be accepted. Responses should be included for each question.

**Required APH Documents: The following must be completed and/or submitted in PartnerGrants.**

Form Number	Title	Guidance
1	Offer Sheet	Forms 1-4 must be filled out, signed, scanned, and uploaded into PartnerGrants. <b>Due September 22, 2022</b>
2	RFP Proposal	
3	Program Budget and Funding Summary	
4	COA Certifications and Disclosures	

4. In order to be considered responsive, Offerors must submit a complete Proposal, which is inclusive of:
  - a. Form 1 – Offer Sheet
  - b. Form 2 – RFP Proposal
  - c. Form 3 – Program Budget and Funding Summary
  - d. Form 4 – COA Certifications and Disclosures
5. Total word limit in Form 2 - RFP Proposal is 15,000-words which includes the questions. Proposals that exceed 15,000 words will not be considered.
6. Word automatically counts the number of words in a document and displays it in the status bar at the bottom of the screen. There are about 4,800-words in Form 2-RFP Proposal, and this is included in the 15,000-word limit.
7. Offerors must use this template for the Proposal and cannot submit a proposal that does not include the questions and narrative.
8. All questions are boxed and highlighted in green in Form 2 – RFP Proposal. Editing is restricted in the document except in the answer boxes. For each question, please provide a response or write N/A for not applicable in the boxes provided. It is preferable to be repetitive rather than to leave sections incomplete.
9. If using this document, Offerors must type answers into the section that says “Click or tap here to enter text” after each question or in the required tables.
10. If compiling responses in a separate document, Offerors must include all questions and narrative before their answers, so the Proposal appears the same as the provided template.
11. The following documents will not count towards the total word count:
  - (1) Attachments submitted to answer a question like policies and procedures, staff positions, letters of support, etc.

(2) Attachments 1-Offer Sheet, 3-Program Budget and Funding Summary, 4- COA Certifications

12. **Proposal Acceptance Period:** All Proposals are valid for a period of three hundred and sixty-five (365) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the Proposal.
13. **Proprietary Information:** All materials submitted to the City become public property and are subject to the Texas Open Records Act upon receipt. If an Offeror does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
14. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the proposal.
15. **Proposal Preparation Costs:** All costs directly or indirectly related to the preparation of a response to the RFP, or any oral presentation required to supplement or clarify a proposal that may be required by the City shall be the sole responsibility of the Offeror.
16. **Agreement Adjustments:** The City of Austin reserves the right to adjust the Agreement amount or scope of work over the contract period based on community needs, Offeror's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least a 90-day notice to the Grantee.

**I. ACCEPTANCE OF PROPOSALS**

1. The Proposal must be submitted in the PartnerGrants database prior to the due dates and times outlined. The time of the submission in PartnerGrants is the official time of record. It is the sole responsibility of the Offeror to ensure timely submittal of all parts of the Proposal. The City will not be responsible for failure of service on the part of internet service or any other form of delivery service chosen by the Offeror.
2. **Electronic Proposals:** Electronic Proposals (electronic documents) shall be submitted to the City of Austin using APH's online database, [PartnerGrants](#). To submit Electronic Proposals using PartnerGrants, Offerors must first be registered as a vendor with the City of Austin in [Austin Finance Online](#) and be registered user in [PartnerGrants](#).
3. **Due Date and Time for Electronic Proposals:** Electronic Proposals in response to this Solicitation shall be submitted via PartnerGrants by the Solicitation Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. **The PartnerGrants database does not allow any late submissions. The system time within PartnerGrants shall be the official time of record for Electronic Proposals.**
4. **Withdrawing Electronic Proposals:** Electronic Proposals submitted online in response to this Solicitation may be withdrawn using PartnerGrants at any time prior to the posted Proposal Deadline

Date and Time. Once a proposal is withdrawn prior to the posted proposal deadline, its entire proposal package - including the intent to apply - is no longer considered responsive to the solicitation.

5. **Resubmitting a Withdrawn Electronic Proposal:** If an Offeror wishes to replace a withdrawn proposal, a separate proposal package must be started anew. Since all solicitation deadlines are enforced by PartnerGrants, any solicitation containing an intent to apply deadline still applies. If a pre-proposal deadline exists AND it has already elapsed, an Offeror may not replace a withdrawn proposal. If a pre-proposal deadline exists AND it has not already elapsed, an Offeror may replace the intent to apply. If an intent to apply deadline does not exist AND the proposal deadline has not already elapsed, an Offeror may replace a withdrawn proposal.
6. **Revising and Resubmitting a Previously Submitted Proposal:** If an Offeror wishes to revise and resubmit a previously submitted online Proposal, the Offeror must contact the designated contact person at least one full City of Austin business day prior to the posted Proposal Deadline Date and Time. This is necessary in order to have the Proposal released for editing by the designated contact person, and to also provide enough time for such editing to occur and be resubmitted by the Offeror.
7. **Late Electronic Proposals:** PartnerGrants will not allow Electronic Proposals to be submitted past the Solicitation's Due Date and Time.
8. **Hardcopy Proposals:** No Hardcopies will be accepted. All Proposals must be submitted through PartnerGrants.
9. **Opening Electronic Proposals:** Proposals will not be opened by staff until after the due date and time defined in the Offer Sheet. At that time, two APH staff will open proposals and review for completeness. A list of all bidders/offerors will be listed on the website and in Partnergrants.
10. **Rejection of Proposals:** The City reserves the right to reject any or all Proposals and to waive any minor informality in any Proposal or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Proposal).
11. For any questions regarding the Submission or Withdrawal of a Proposal, contact the **RFP Authorized Contact: Angela Baucom, Social Service Funding Specialist**  
**E-Mail:** [APHCompetitions@austintexas.gov](mailto:APHCompetitions@austintexas.gov)

## **J. PROPOSAL EVALUATION**

1. **Basis of Competition:** The City may compare Proposals based on groups or categories and will choose the basis of competition that best meets the City's needs for the resulting contracts. The basis of competition for each RFP will be described in section 9, Evaluation below.
2. **Minimum Responsiveness:** Proposals are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Proposal in accordance with the Solicitation's Instructions. Proposals that are not Minimally Responsive may be deemed non-responsive and rejected.

3. **Responsibility:** An Offeror is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City requirements and ordinances. A Proposal may be rejected if an Offeror is determined not responsible.
4. **Clarifications:** Any time after the opening of Proposals, the City may contact Offerors to ask questions about their Proposal's contents in order to better understand these contents as written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Proposal's contents. Clarifications are not to be confused with Discussions as described herein.
5. **Evaluation:** Proposals that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 9 below on the Proposal Evaluation. The City's evaluation may be made without Clarifications or Discussions with Offerors. Proposals should, therefore, include the Offeror's most favorable terms.
6. **Discussions and Proposal Revisions:** After completing initial evaluations, the City may enter into Discussions (communications which may include negotiations and feedback about the Proposal submitted) with one or more Offerors submitting the highest rated Proposal(s). Following the completion of Discussions, the City may request Proposal revisions from these Offerors. The City may seek multiple rounds of Discussions and Proposal revisions as deemed necessary by the City. The City may revise its initial evaluations depending on the contents of any Proposal revisions received following these Discussions.
7. **Interviews/Presentations:** The City may require that one or more Offerors submitting the highest rated Proposals participate in interviews and/or presentations.

#### **K. CONTRACT AWARD AND EXECUTION**

1. **Award Determination:** City staff will recommend Contract award to the Offeror(s) submitting the highest rated Proposal(s) based on the Evaluation Factors Scoring Rubric set forth in this Solicitation. The Award Determination will be published to the solicitation website and notice will be sent to all Offerors.
2. **Multiple Awards:** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Offeror(s) submitting the next highest rated Proposal(s) based on the scoring rubric.
3. **Contract Execution:** Contracts within the City Manager's authority will be awarded and executed simultaneously. Contracts above the City Manager's authority will be executed following their authorization by the Austin City Council.
4. The City of Austin reserves the right to adjust the funding amount or scope of work based on community needs, Awardee's ability to expend funds in a timely manner or any other factor. When the City determines adjustments need to be made, the City will provide at least 90-day notice to the Awardee.

#### **L. ADMINISTRATIVE MATTERS**

1. **Solicitation File:** All documents included in this Solicitation, and all timely received Proposals in response to this Solicitation, except for Proposal contents deemed by Offerors to be proprietary and confidential, will be available for public inspections upon the execution of the contract in accordance with the Public Information Request process.
2. **Debriefings:** Offerors may request a debriefing meeting to ask any questions concerning the Solicitation's contents, process, or the evaluation of their Proposal. Debriefing meetings are informal exchanges and may be requested anytime following the earlier of (i) after the contract resulting from this Solicitation is executed, or in the case of multiple awards, the last contract is executed; (ii) the date the Solicitation is cancelled. Debriefings are not publicly called meetings in accordance with the Texas Open Meetings Act and are usually limited to a single Offeror and any of their representatives. Only information regarding the Solicitation documents and the Offeror's Proposal (including City's evaluation of the Proposal) in response to the Solicitation will be discussed.
3. **Protests:** The APH Assistant Director (AD) over the Administrative Services Division has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of Austin of an alleged deficiency or filing a protest are listed below. If the Offeror fails to comply with any of these requirements, the AD over Administrative Services may dismiss the complaint or protest.
  - (1) **Protest Regarding the Solicitation (Pre-Submittal Protest):** Any protest regarding the Solicitation by the City shall be filed no later than five business days prior to the due date and time for proposals. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
  - (2) **Protests Regarding the Evaluation of Proposals:** Any protest regarding the evaluation of proposals by the City shall be filed with the City no later than five business days after the notification of award, or notification that the protestor's status as an Offeror has changed, such as notification that a proposal has been found to be non-responsive or an Offeror has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Offerors may only protest the evaluation of their proposal.
  - (3) **Protest Regarding Award of Contract (Post-Award Protest):** Any protest regarding the award of the contract shall be filed no later than ten days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
  - (4) **Process to Submit a Protest:** Protests shall be submitted via email to [APHCompetitions@austintexas.gov](mailto:APHCompetitions@austintexas.gov), and it shall include the following information in the subject line: Protest and the name of the solicitation; in the body of the email: your name, address, telephone, and email address, the Solicitation number, the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto, and the form of relief requested.
  - (5) The protest shall be concise and presented logically and factually to help with the City's review.

- (6) When the City receives a timely written protest, the AD of Administrative Services will determine whether the grounds for the protest are sufficient. If the AD of Administrative Services determines that the grounds are sufficient, a protest hearing will be scheduled, usually within five business days. If the AD of Administrative Services determines that the grounds are insufficient, the City will notify you of that decision in writing.
  - (7) The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are representatives from the department that requested the purchase, the Department of Law, Austin Public Health staff, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
  - (8) A decision will usually be made within fifteen calendar days after the hearing.
  - (9) The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
  - (10) When a protest is filed, the City usually will not make an award until a decision on the protest is made. However, the City will not delay an award if the City Manager or the APH Director determines that the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.
4. **Reservations:** The City expressly reserves the right to:
- Specify approximate quantities in the Solicitation
  - Extend the Solicitation closing date and time
  - Waive as an informality, minor deviations from specifications provided do not affect competition or result in functionally unacceptable Goods or Services
  - Waive any minor informality in any Proposal or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offeror)
  - Add additional terms or modify existing terms in the Solicitation
  - Reject a Proposal containing exceptions, additions, qualifications, or conditions not called for in the solicitation
  - Reject a Proposal received from an Offeror who is currently debarred or suspended by the City or State
  - Reject a Proposal received from an Offeror who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding)
  - Reject a Proposal that contains fraudulent information
  - Reject a Proposal that has material omissions
  - Reject or cancel any or all Proposals
  - Cancel a Solicitation
  - Reissue a Solicitation
  - Procure any item by other means



- Consider and accept alternate Proposals, if specified in the Solicitation, when most advantageous to the City; and/or
- Reject a Proposal because of unbalanced unit prices

5. **Interested Parties Disclosure:** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 “Certificate of Interested Parties” as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the “Certificate of Interested Parties” to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to [Texas Ethics Commission Form 1295 process and procedures: https://www.ethics.state.tx.us/File/](https://www.ethics.state.tx.us/File/Texas_Ethics_Commission_Form_1295_process_and_procedures)

**M. EVALUATION OF PROPOSALS**

1. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. This is a negotiated and multi-award procurement. Awards will be made to firms submitting the best responsive proposals, satisfying City of Austin requirements, with cost and other factors considered. The successful Offeror(s) will be selected by the City on a rational basis. Evaluation factors outlined in Section F of the Solicitation shall be applied to all eligible, responsive Offerors in comparing proposals and selecting the successful Offeror. Award of an agreement may be made without discussion with Offerors after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.
2. **Negotiations of Proposals:** The City reserves the right to negotiate all elements which comprise the Offeror’s Proposal to ensure that the best possible consideration be afforded to all concerned.
3. **Evaluation Factors:** A total of 100 points may be awarded to the proposal. All proposals will be evaluated as to how the proposed program aligns with the goals of the Scope of Work, and whether each question has been adequately addressed.

<b>RFP # 2022-008 Cold Weather Shelter Evaluation Rubric</b>		
<b>Form 1: Offer Sheet</b>	Offerors must print, sign, scan and upload signed forms.	No points, but Offeror must submit signed form.
<b>Form 2: RFP Proposal</b>		
<b>Part I: Fiscal and Administrative Capacity</b>	Agency Information	No points awarded, but Offeror must pass threshold defined in Offeror Minimum Qualifications in C - Scope of Work.
<b>Section</b>	<b>Category</b>	<b>Maximum Points Eligible</b>

<p><b>Part II: Scored Proposal</b></p> <p>Section 1: Experience and Cultural Competence</p>	<p>Agency Experience &amp; Performance</p> <p>Principles of Service Delivery</p> <p>Cultural Competence &amp; Racial Equity</p>	<p><b>12 points</b></p>
<p>Section 2: Program Design</p>	<p>Program Work Statement</p> <p>Project Timeline</p> <p>Program Clients Served</p> <p>Activation &amp; Operation</p> <p>Facilities &amp; Capacity</p> <p>Communication &amp; Outreach</p> <p>Transportation</p> <p>Program Services &amp; Delivery</p> <p>Crisis Intervention &amp; De-Escalation</p> <p>Service Coordination &amp; Planning with Other Agencies</p>	<p><b>55 points</b></p>
<p>Section 3: Data Informed Program Management</p>	<p>Data Security &amp; Systems Management</p> <p>Quality Improvement &amp; Feedback</p> <p>Performance Measures</p> <p>APH Priorities</p>	<p><b>12 points</b></p>
<p>Section 4: Cost Effectiveness <b>Form 3</b></p>	<p>Program Staffing &amp; Time</p> <p>Program Budget &amp; Funding Summary</p>	<p><b>11 points</b></p>
	<p>Cost Effectiveness &amp; Number of individuals served/ total budget = Cost Analysis</p>	<p><b>10 points</b></p>
		<p><b>Total: 100 points</b></p>
<p><b>Form 4: COA Certifications and Disclosures</b></p>	<p>Offerors must print, sign, scan and upload signed forms.</p>	<p>No points, but Offeror must submit signed form.</p>

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

**N. POST PROPOSAL DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR**

1. **Certificates of Insurance:** The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to Austin Public Health in conjunction with the Terms and Conditions of the Agreement and within the first month of the Agreement.
2. **Bonds:** When Bonds are required, the Offeror must provide the bonds prior to the execution of the Contract. The Offeror shall provide the Bonds, in the amounts and on the conditions required, within 14 calendar days after notification of award, or as otherwise required by the Solicitation.
3. **Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict-of-Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7<sup>th</sup>) business day after the commencement of contract discussions or negotiations with the City or the submission of a Proposal, or other writing related to a potential Contract with the City. The questionnaire is available on line at the [website for the City Clerk: http://www.austintexas.gov/departments/conflict-of-interest-questionnaire](http://www.austintexas.gov/departments/conflict-of-interest-questionnaire). There are statutory penalties for failure to comply with Chapter 176.

### III. SUPPLEMENTAL PURCHASE PROVISIONS

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The following Supplemental Purchase Provisions apply to this solicitation:

#### O. EXPLANATIONS OR CLARIFICATIONS

1. All requests for explanations or clarifications regarding the RFP must be submitted in writing to [APHCompetitions@austintexas.gov](mailto:APHCompetitions@austintexas.gov) or through PartnerGrants **by September 15, 2022, by 3 PM CST**
2. Questions not submitted as stated above or after the deadline will not be addressed. Questions and Answers will be posted and available for viewing in PartnerGrants and on the solicitation website.
3. **Technical Assistance regarding submitting the proposal in PartnerGrants are due by September 22, 2022, by 2 PM CST.**

#### P. INSURANCE

1. Insurance will be required for programs awarded by the City of Austin through this solicitation, in conjunction with terms and conditions of the Grant Agreement.
2. **Grantee shall have and shall require all Subgrantees of every tier providing services under this Agreement to have**, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Grantee and/or Subgrantee pursuant to applicable generally accepted business standards. Depending on services provided by Grantee and/or Subgrantee(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as defined in the Section 6.1: Insurance of the Exhibit in Exhibit E. APH Standard Boilerplate in this RFP.

#### Q. TERM OF AGREEMENT

1. The Agreements funded by this agreement will have an effective start date of November 1, 2022.
2. If additional funding is identified within the 12-month Proposal Acceptance Period, a proposal submitted in this RFP process may be considered for award.
3. Upon expiration of the initial term or period of extension, the Grantee agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 180 days unless mutually agreed on in writing).
4. Upon written notice to the Grantee from the City's Purchasing Officer or his designee and acceptance of the Grantee, the term of this agreement shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

#### R. ALLOWABLE AND UNALLOWABLE COSTS

The City shall make the final determination of whether a cost is allowable or unallowable under this agreement.

1. The City's prior written authorization is required in order for the following to be considered allowable costs. Inclusion in the agreement constitutes "written authorization".
  - Alteration, construction, or relocation of facilities
  - Cash payments, including cash equivalent gift cards such as Visa, MasterCard and American Express
  - Equipment and other capital expenditures.
  - Interest, other than mortgage interest as part of a pre-approved budget under this Agreement
  - Organization costs (costs in connection with the establishment or reorganization of an organization)
  - Purchases of tangible, nonexpendable property, including fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubator, or any other item having a useful life of more than one year and an acquisition cost, including freight, of over five thousand dollars (\$5,000)
  - Selling and marketing
  - Travel/training outside Travis County
- (2) The following types of expenses are specifically **not allowable** with City funds:
  - Alcoholic beverages
  - Bad debts
  - Compensation of trustees, directors, officers, or advisory board members, other than those acting in an executive capacity
  - Contingency provisions (funds). (Self-insurance reserves and pension funds are allowable.)
  - Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringement
  - Deferred costs
  - Donations and contributions including donated goods or space
  - Entertainment costs, other than expenses related to client incentives
  - Fines and penalties (including late fees)
  - Fundraising and development costs
  - Goods or services for officers' or employees' personal use
  - Housing and personal living expenses for organization's officers or employees
  - Idle facilities and idle capacity
  - Litigation-related expenses (including personnel costs) in action(s) naming the City as a Defendant
  - Lobbying or other expenses related to political activity
  - Losses on other agreements or casualty losses
  - Public relations costs, except reasonable, pre-approved advertising costs related directly to services provided under this Agreement

- Taxes, other than payroll and other personnel-related levies
- Travel outside of the United States of America

#### S. RECYCLED PRODUCTS

1. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Proposal the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
2. The recycled content of paper products offered to the City shall be in accordance with the [Federal Environmental Protection Agency's](#) Recycled Product Procurement Guidelines.

#### T. INTERLOCAL PURCHASING AGREEMENTS

1. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Grantee agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
2. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

#### U. OWNERSHIP AND USE OF DELIVERABLES

The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

1. **Patents:** As to any patentable subject matter contained in the Deliverables, the Grantee agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Grantee agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
2. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Grantee agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Grantee for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Grantee hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Grantee agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by

the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

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