

## STANDARD PURCHASING DEFINITIONS

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

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 Applicant. 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. **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
5. **Application** – a complete, properly signed response to a Request for Grant Application, which if accepted, would bind the Applicant to perform the resultant Agreement.
6. **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.
7. **Austin Public Health** - means the City of Austin Department – Austin Public Health.
8. **Authorized City Representative** - a person designated by the City Manager to act for the Contract Awarding Authority.
9. **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 RFA.
10. **Best Application** - means the best evaluated Application in response to a Request for Applications.
11. **Best Applicant** - means the Applicant submitting the Best Application.
12. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.
13. **City** - the City of Austin, a Texas home-rule municipal corporation.
14. **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.

15. **Deliverables** - the goods, products, materials, and/or services to be provided to the City under a Purchase Order, Contract, or Master Agreement.
16. **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.
17. **Due Date** - the date and time specified for receipt of Applications, Bids, Proposals, Qualification Statements, Quotations, Responses, Submittals and Compliance Plans.
18. **Grantee** – the nonprofit entity awarded a Grant Agreement through the solicitation process
19. **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.
20. **Late Submission** – an Application, Proposal, Quote, Response, or Submittal that is received after the Due Date and time specified in the Solicitation.
21. **Master Agreement** - a term contract that is used when the total quantity required cannot be definitely 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.
22. **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.
23. **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, Proposers, Quoters, Contractors and Consultants.
24. **Pre-Application / Bid / Proposal / Quote / Response / Submittal Conference** - a conference conducted by the Grant or Contract Awarding Authority, held in order to allow Applicants and Vendors to ask questions about the proposed Grant and particularly the Grant specifications.
25. **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.
26. **Proposal** - a complete, properly signed response to a Request for Proposals, which if accepted, would bind the Proposer to perform the resultant Contract.



27. **Proposal Guaranty** - a form of security assuring that the Proposer (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 Proposer upon execution of a Contract.
28. **Proposer** - a person, firm or entity that submits a Proposal in response to a Request for Proposals. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
29. **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.
30. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
31. **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.
32. **Request for Proposal (RFP)** - a solicitation used to acquire goods and/or services when a clearly defined scope of work or specification is not available.
33. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
34. **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.
35. **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.
36. **Responsible Applicant** - means the financial and practical ability of the Applicant to perform the Contract and takes into consideration resources, expertise, and past performance of the Applicant as well as compliance with all City ordinances concerning the purchasing process.
37. **Responsive** - meeting all the requirements of a Solicitation.
38. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.
39. **Solicitation** - as applicable, includes Request for Applications, Request for Proposal, Request for Qualification Statements, Request for Quotation, , Request for Information, Request for Interest, for or



such other request as defined by the City.

40. **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.
41. **Vendor** - a person, firm, or entity that sells Goods and/or Services.

## STANDARD SOLICITATIONS PROVISIONS

### 1 REQUEST FOR APPLICATION

- 1.1 Invitation:** The City of Austin invites all Responsible Applicants to submit Applications to provide the social services described in this Solicitation.
- 1.2 Documents:** This Request for Applications (“RFA” or “Solicitation”) is composed of all documents listed in the Attachments section of the Solicitation Offer Sheet.
- 1.3 Process:** The process described in this RFA is the Request for Application process for Social Services. This process is exempt from most purchasing requirements and is a separate process specifically authorized for Austin Public Health competitions for Social Services.
- 1.4 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 Applicants shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.
- 1.5 Review of Documents:** Applicants shall review the entire Solicitation, as revised. Applicants 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 Applicant Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. Applicants shall also notify the City of any Solicitation contents the Applicant believes may be unreasonably restrictive.
- 1.6 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 submitted to the City shall be considered, nor any Purchase Order issued, or any Agreement awarded by the City unless the Applicant 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.
- 1.7 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.

### 2 PUBLICATION AND NOTICES

- 2.1 Publication:** This Solicitation was published on the Austin Public Health’s competition website under Recent News: [CYD RFA](#) and in the online contract management database, [Partnergrants](#) on the Published date displayed in the Solicitation Cover Sheet section.
- 2.2 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 email list managed by APH Competitions. Interested organizations can subscribe to that list by emailing APH Competitions [@APHCompetitions@AustinTexas.gov](mailto:APHCompetitions@AustinTexas.gov)

### 3 COMMUNICATIONS AND MEETINGS

- 3.1 Authorized Contact Persons:** The names and contact information for the authorized contact persons for this Solicitation are displayed in the Solicitation Cover Sheet.
- 3.2 Questions:** Applicants 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 one or more Addenda displaying all timely received questions and the City’s responses to each for any information not already contained in the solicitation.
- 3.3 Pre-Application Conferences:** The City may hold one or more Pre-Application conferences to review the Solicitation and to receive verbal questions. The Solicitation Cover Sheet will display if a Pre-Application Conference is being held and if attendance at this meeting is mandatory. If a Pre-Application Conference is planned, the date, location, time and any other necessary information regarding this meeting will also be displayed in the Solicitation Cover Sheet. Attendance at any Pre-Application Conference will be recorded and will be included in an Addendum published following the meeting. As the Solicitation is subject to changes (See Solicitation Instruction, 1.4 Changes.) Applicants shall not rely on verbal exchanges that may occur at a Pre-Application Conference. Applicants shall continue to submit all questions in writing (See Solicitation Instructions, 3.2 Questions.)

#### 4 APPLICATION PREPARATION

- 4.1 Application Submittals:** Applicants 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. Applicants will complete each Submittal in accordance with the instructions in the submittal.
- 4.2 Exceptions:** Applicants shall indicate if they take exception to any portions of the Solicitation in their Application. Any exceptions included in the Application may negatively impact the City’s evaluation of the Application or may cause the City to reject the Application entirely.
- 4.3 Proposal Acceptance Period:** All Applications are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFA closing date unless a longer acceptance period is offered in the Application.
- 4.4 Proprietary and Confidential Information:** All Applications received and opened by the City are subject to the Texas Government Code, Ch. 552, and will be made available to the public. Applicants seeking to keep any portions of their Application 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.
- 4.5 Cost of Application Preparation and Participation:** Applicants are responsible for all costs related to the preparation of their Application and incurred while participating in this Solicitation process.
- 4.6 Minority and Women Owned Business Enterprise (MBE/WBE) Procurement Program:** Social Services competitions are exempt from MBE/WBE procurement.
- 4.7 Technical Assistance:** An Applicant may request Technical Assistance at any time prior to the Application due date and time by submitting a request to the Designated Contact Cynthia Gamez at [APHCYDInfo@austintexas.gov](mailto:APHCYDInfo@austintexas.gov). The Designated Contact person for the solicitation will provide technical assistance via email, on the phone or may refer the Applicant to another City staff member.

- 4.8 **Signature:** The Applicant must sign each document in the Solicitation requiring a signature. Any change made to the Application must be initialed by the Applicant.
- 4.9 **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Applications should not include exempted taxes. The successful Applicant 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.

## 5 APPLICATION SUBMISSION

Applicants are required to submit all application materials into the Partnergrants database as specified on the Offer Sheet of the Solicitation. **No paper copies will be accepted.** Additional instructions on how to submit an application in Partnergrants will be provided at the website for this solicitation.

### 5.1 RFA Application due by 3 pm CST on July 8<sup>th</sup>, 2021.

#### 5.2 Acceptance of Applications:

- 5.2.1 The Application 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 Applicant to ensure timely submittal of the all parts of the Application. 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 Applicant.

- 5.3 **Electronic Applications:** Electronic Applications (electronic documents) shall be submitted to the City of Austin using APH’s online database, [Partnergrants](#). To submit Electronic Applications using Partnergrants, Applicants must first be registered as a vendor with the City of Austin in [Austin Finance Online](#) and be registered user in [Partnergrants](#).

- 5.4 **Due Date and Time for Electronic Applications:** Electronic Applications 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 system time within Partnergrants shall be the official time of record for Electronic Applications.

- 5.5 **Withdrawing Electronic Applications:** Electronic Applications submitted online in response to this Solicitation may be withdrawn using Partnergrants at any time prior to the posted Application Deadline Date and Time. Once an application is withdrawn prior to the posted application deadline, its entire application package - including any pre-application threshold checklist - is no longer considered responsive to the solicitation.

- 5.6 **Resubmitting a Withdrawn Electronic Application:** If an applicant wishes to replace a withdrawn application, a separate application package must be started anew. Since all solicitation deadlines are enforced by PartnerGrants, any solicitation containing a pre-application threshold deadline still applies. If a pre-application deadline exists AND it has already elapsed, an Applicant may not replace a withdrawn application. If a pre-application deadline exists AND it has not already elapsed, an Applicant may replace the pre-application threshold checklist. If a pre-application deadline does not exist AND the application deadline has not already elapsed, an Applicant may replace a withdrawn application.

- 5.7 **Revising and Resubmitting a Previously Submitted Application:** If an Applicant wishes to revise and resubmit a previously submitted online Application, the Applicant must contact the designated contact person at least one full City of Austin business day prior to the posted Application Deadline Date and Time. This is necessary in order to have the Application released for editing by the designated contact

person, and to also provide enough time for such editing to occur and be resubmitted by the Applicant.

**5.8 Late Electronic Applications:** Partnergrants will not allow Electronic Applications to be submitted past the Solicitation's Due Date and Time.

**5.9 Hardcopy Applications:** No Hardcopies will be accepted. All Applications must be submitted through Partnergrants.

**5.10 Rejection of Application:** The City reserves the right to reject any or all Applications and to waive any minor informality in any Application or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Application).

**5.11 For any questions regarding the Submission or Withdrawal of an Application, contact the RFA**

**Authorized Contact:**

Cynthia Gamez, Public Health Program Manager

E-Mail: [APHCYDInfo@austintexas.gov](mailto:APHCYDInfo@austintexas.gov)

## 6 APPLICATION EVALUATION

**6.1 Basis of Competition:** The City may compare Applications 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 RFA will be described in section 9, Evaluation below.

**6.2 Minimum Responsiveness:** Applications are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Application in accordance with the Solicitation's Instructions. Applications that are not Minimally Responsive may be deemed non-responsive and rejected.

**6.3 Responsibility:** An Applicant is responsible if they have the financial and practical ability, resources, expertise, past performance and positive compliance history with all City requirements and ordinances. An Application may be rejected if an Applicant is determined to not be responsible.

**6.4 Clarifications:** Any time after the opening of Applications, the City may contact Applicants to ask questions about their Application'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 Application's contents. Clarifications are not to be confused with Discussions as described herein.

**6.5 Evaluation:** Applications that are Minimally Responsive will be evaluated based on the Evaluation Factors listed in Section 9 below on the RFA Scoring Rubric. The City's evaluation may be made without Clarifications or Discussions with Applicants. Applications should, therefore, include the Applicant's most favorable terms.

**6.6 Discussions and Proposal Revisions:** After completing initial evaluations, the City may enter into Discussions (communications which may include negotiations and feedback about the Application submitted) with one or more Applicants submitting the highest rated Application(s). Following the completion of Discussions, the City may request Application revisions from these Applicants. The City may seek multiple rounds of Discussions and Application revisions as deemed necessary by the City. The City may revise its initial evaluations depending on the contents of any Application revisions received following these Discussions.

**6.7 Interviews/Presentations:** The City may require that one or more Applicant submitting the highest rated Applications participate in interviews and/or presentations.

**7 CONTRACT AWARD AND EXECUTION Award Determination:** City staff will recommend Contract award to

the Applicant(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 Applicants.

- 7.2 Multiple Awards:** If the City determines that multiple contracts are needed, the City will award one or more additional contracts to the Applicant(s) submitting the next highest rated Application(s) based on the scoring rubric.
- 7.3 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.

## **8 ADMINISTRATIVE MATTERS**

- 8.1 Solicitation File:** All documents included in this Solicitation, and all timely received Applications in response to this Solicitation, except for Application contents deemed by Applicants 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.
- 8.2 Debriefings:** Applicants may request a debriefing meeting to ask any questions concerning the Solicitation’s contents, process or the evaluation of their Application. 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 Applicant and any of their representatives. Only information regarding the Solicitation documents and the Applicant’s Application (including City’s evaluation of the Application) in response to the Solicitation will be discussed.
- 8.3 Reservations:** The City reserves the right to: (i) specify approximate quantities in the Solicitation; (ii) extend the Solicitation due date and time; (iii) add additional terms or modify existing terms in the Solicitation; (iv) reject an Application containing exceptions, additions, qualifications or conditions not called for in the Solicitation; (v) reject an Application received from an Applicant who is currently debarred or suspended by the City, State, or Federal Government; (vi) reject an Application that contains fraudulent information; (vii) reject an Application that has material omissions; (viii) reject any or all Applications; (ix) procure any goods or services included in this Solicitation by other means; (x) reject an Application if cost per client in the Application are unbalanced (some costs are significantly high and other costs are significantly low) and/or (xi) waive any minor informality in any Application or procedure so long as the deviation does not affect the competitiveness of the Solicitation process.
- 8.4 Protests:** The APH Director 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 Applicant fails to comply with any of these requirements, the Director may dismiss the complaint or protest.
  - 8.4.1** Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation by the City shall be filed no later than five (5) days prior to the due date and time for Applications. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
  - 8.4.2** Protests regarding the evaluation of Applications. Any protest regarding the evaluation of Applications by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that



the protestor’s status as an Applicant has changed, such as notification that an Application has been found to be non-responsive or an Applicant has been found to be non- responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Applicants may only protest the evaluation of their Proposal.

- 8.4.3** Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.4.4** You shall submit your protest via email (due to COVID-19 remote work) and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) 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 (iv) the form of relief requested.
- 8.4.5** Your protest shall be concise and presented logically and factually to help with the City’s review.
- 8.4.6** When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
- 8.4.7** 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, 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.
- 8.4.8** A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.4.9** The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.4.10** 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.

**8.5 Interested Parties Disclosure:** As a condition to entering the Contract, the Business Entity constituting the Applicant 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 Applicant. The Applicant 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/)

## 9 Evaluation of Applications



**9.1 Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Applicant(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 Applicants in comparing applications and selecting the successful Applicant. Award of an agreement may be made without discussion with Applicants after applications are received. Applications should, therefore, be submitted on the most favorable terms.

**9.2 Reservations:** The City expressly reserves the right to:

- A. specify approximate quantities in the Solicitation;
- B. extend the Solicitation closing date and time;
- C. waive as an informality, minor deviations from specifications provided they do not affect competition or result in functionally unacceptable Goods or Services;
- D. waive any minor informality in any Application or Solicitation procedure (a minor informality is one that does not affect the competitiveness of the Applicant);
- E. add additional terms or modify existing terms in the Solicitation;
- F. reject an Application containing exceptions, additions, qualifications or conditions not called for in the solicitation;
- G. reject an Application received from an Applicant who is currently debarred or suspended by the City or State;
- H. reject an Application received from an Applicant who is currently debarred or suspended by the Federal Government (Applicable if project receives Federal funding);
- I. reject an Application that contains fraudulent information;
- J. reject an Application that has material omissions;
- K. reject or cancel any or all Applications;
- L. cancel a Solicitation
- M. reissue a Solicitation;
- N. procure any item by other means;
- O. consider and accept alternate Applications, if specified in the Solicitation, when most advantageous to the City; and/or
- P. reject an Application because of unbalanced unit prices.

**9.3 Negotiations of Applications:** The City reserves the right to negotiate all elements which comprise the Applicant’s Proposal to ensure that the best possible consideration be afforded to all concerned.

**9.4 Evaluation Factors**

A total of 100 points may be awarded to the application with an additional ten bonus points available for a potential of 110 total evaluation points. All applications will be evaluated as to how the proposed program aligns with the goals of this RFA and whether each question has been adequately addressed.

**RFA 9100 CG0001 Community Youth Development 2021**  
**Evaluation Rubric**



<b>Form 1:</b>	Offer Sheet - Applicants must print, sign, scan and upload signed forms.	No points, but Applicant must submit signed form
<b>Form 2: RFA Application</b>		
<b>Part I: Fiscal and Administrative Capacity</b>		
Section 1	Threshold Review Form in Partnergrants ( <b>Form A</b> )	No points awarded, but Applicant must pass threshold defined in Applicant Minimum Qualifications below to advance to submittal of their Final Application
Section 2	Agency Information	No points awarded. This is for informational purposes only.
<b>Part II. Scored Application</b>		
Section 1 Organizational Capacity for Program Services	Agency Experience Client Recruitment and Retention Strategies Case Documentation Organizational Structure Cultural Competency and Racial Equity Alignment with Class Standards	15 points 10 points 2 points 3 points 5 points 5 points <b>40 points total</b>
Section 2: Project Work Plan	Program Model Program Services Principals of Service Delivery Performance Metrics Austin Public Health Priorities	5 points 15 points 10 points 3 points 2 points <b>35 points total</b>
Section 3: Data Informed Program Management	Data-Informed Program Management	<b>10 points total</b>
Section 4: Cost Effectiveness	Program Staffing and Time Program Budget and Narrative	5 points 5 points
<b>Form 3:</b>	DFPS Program Budget – Form 2030	5 points <b>15 points total</b>
		<b>Total: 100 Points</b>
<b>Part III: Bonus Questions</b>		
Healthy Service Delivery	Tobacco-Free Campus Mother-Friendly Workplace Employee Wellness Initiative Violence Prevention Policy	3 points 2 points 2 points 2 points <b>10 points total</b>
<b>Total possible points: 110 points</b>		



<b>Form 4:</b>	COA Certifications and Disclosures- Applicants must print, sign, scan and upload signed forms.	No points, but Applicant must submit signed form
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**9.5 Interviews and/or presentations, Optional:** The City will score Applications on the basis of the criteria listed above. The City may select a “short list” of Proposers based on those scores. “Short-listed” Proposers may be invited for presentations, demonstrations, or discussions with the City. The City reserves the right to re-score “short-listed” Applications as a result, and to make award recommendations on that basis.

**10 POST APPLICATION DOCUMENTS REQUIRED FROM SUCCESSFUL APPLICANT:**

- 10.1 Certificates of Insurance:** The Applicant 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.
- 10.2 Bonds:** When Bonds are required, the Applicant must provide the bonds prior to the execution of the Contract. The Applicant 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.
- 10.3 Chapter 176 Conflict of Interest Disclosure:** In accordance with Chapter 176 of the Texas Local Government Code, Applicant 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 an Application, 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/department/conflict-of-interest-questionnaire](http://www.austintexas.gov/department/conflict-of-interest-questionnaire). There are statutory penalties for failure to comply with Chapter 176.

## SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchase Provisions apply to this solicitation:

### 1. EXPLANATIONS OR CLARIFICATIONS:

All requests for explanations or clarifications must be submitted in writing to [APHCYDInfo@austintexas.gov](mailto:APHCYDInfo@austintexas.gov) or through Partnergrants **by 12 PM (NOON) CST on 7/1/2021**. 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 under Recent News: [CYD RFA website](#).

### 2. **INSURANCE:** 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.

**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 follows:

#### I. **General Requirements Applicable to All Grantee's Insurance.**

The following requirements (A-J) apply to the **Grantee and to Subgrantee(s) of every tier** performing services or activities pursuant to the terms of this Agreement. Grantee acknowledges and agrees to the following concerning insurance requirements applicable to Grantee and Grantee's Subgrantee(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Agreement.
- B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VII or higher.
- C. Prior to commencing work under this Agreement, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to the Austin Public Health Department upon request. Provision of services shall not occur until such evidence of insurance has been provided and accepted by the City.
- D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Austin Public Health Department. The Certificate(s) shall show all endorsements by number.
- E. Insurance required under this Agreement which names City of Austin as Additional Insured shall be considered primary for all claims.
- F. Insurance limits shown below may be written as primary or structured using primary and excess or umbrella coverage that follows the form of the primary policy.
- G. City shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.
- H. City reserves the right to review insurance requirements during any term of the Agreement and to



require that Grantee make reasonable adjustments when the scope of services has been expanded.

- I. Grantee shall not allow any insurance to be cancelled or lapse during any term of this Agreement. Grantee shall not permit the minimum limits of coverage to erode or otherwise be reduced. Grantee shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.
- J. Insurance coverages specified in this Agreement are not intended and will not be interpreted to limit the responsibility or liability of the Grantee or Subgrantee(s).
- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

## II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to the City of Austin **Grantee and to Subgrantee(s) of every tier** performing services or activities pursuant to the terms of this Agreement. Grantee acknowledges and agrees to the following concerning insurance requirements applicable to Grantee and Grantee's Subgrantee(s):

- A. Workers' Compensation and Employers' Liability Insurance
  - 1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
  - 2. Employers' Liability limits are
    - \$100,000 bodily injury each accident
    - \$100,000 bodily injury by disease
    - \$500,000 policy limit
  - 3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
    - a. Waiver of Subrogation (Form 420304)
    - b. Thirty (30) day Notice of Cancellation (Form 420601)
- B. Commercial General Liability Insurance
  - 1. Minimum limits:
    - \$500,000\* combined single limit per occurrence for coverage A and B.
    - \*Supplemental Insurance Requirement  
If eldercare, childcare, or housing for clients is provided,  
the required limits shall be: \$ 1,000,000 per occurrence
  - 2. The Policy shall contain or be endorsed as follows:
    - a. Blanket Contractual liability for this Agreement
    - b. Products and Completed Operations
    - c. Independent Contractor Coverage



3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
    - a. Waiver of Subrogation (Form CG 2404)
    - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
    - c. City of Austin named as Additional Insured (Form CG 2010)
  4. If care of a child is provided outside the presence of a legal guardian or parent, the Grantee shall provide coverage for sexual abuse and molestation for a minimum limit of *\$500,000* per occurrence.
- C. The policy shall be endorsed to cover injury to a child while the child is in the care of the Grantee or Subgrantee.
- D. Business Automobile Liability Insurance
1. Minimum limits:  
*\$500,000* combined single limit per occurrence
    - a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of *\$1,000,000* per occurrence.
    - b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: *\$100,000/\$300,000/\$100,000* may be provided in lieu of Business Automobile Liability Insurance.
  2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
    - a. Waiver of Subrogation (Form CA 0444)
    - b. Thirty (30) day Notice of Cancellation (Form CA 0244)
    - c. City of Austin named as Additional Insured (Form CA 2048)
- E. Professional Liability Insurance
- Coverage shall be provided with a minimum limit of *\$500,000* per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Agreement.
- F. Blanket Crime Policy Insurance
- A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Agreement Funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.



**G. Directors and Officers Insurance**

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement or evidence of prior acts or an extended reporting period acceptable to the City may be provided. The Grantee shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

**H. Property Insurance**

If the Agreement provides funding for the purchase of property or equipment the Grantee shall provide evidence of all risk property insurance for a value equivalent to the replacement cost of the property or equipment.

**III. Endorsements**

The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City’s review and approval.

**3. TERM OF AGREEMENT**

- A. The City of Austin Agreement shall be in effect for a term September 1<sup>st</sup>, 2021 – August 31<sup>st</sup>, 2022, with four (4) 12-month extension options.
- B. 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).
- C. 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.

**4. ALLOWABLE AND UNALLOWABLE COSTS**

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

- A. 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

B. 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

5. **RECYCLED PRODUCTS:**

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

**6. INTERLOCAL PURCHASING AGREEMENTS:**

(applicable to competitively procured goods/services contracts).

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

**7. OWNERSHIP AND USE OF DELIVERABLES:**

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

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the 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.
- B. **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.
- C. **Additional Assignments:** The Grantee further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments,



and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The 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.