



City of Austin
Homeless Strategy Office
Exhibit B: Standard Solicitation Provisions & Instructions

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RFP-HSO 2024-002 Homelessness Diversion Demonstration Project
Homeless Strategy Office



Exhibit B – Solicitation Definitions, Provisions & Instructions

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I. DEFINITIONS

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 solicitation. 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. **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 solicitation.
10. **Best Application** - means the best evaluated Application in response to a Request for Application or Request for Proposal.
11. **Best Offeror** - means the Offeror submitting the Best Proposal.
12. **Business Entity** – any entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.



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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 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, Offerors, Quoters, Contractors and Consultants.
24. **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.



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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 or application to a Request for Proposals, which if accepted, would bind the Offeror to perform the resultant Contract.
27. **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.
28. **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.
29. **Purchasing Office** - refers to the Purchasing Office in the Financial and Administrative Services Department of the City.
30. **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.
31. **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.
32. **Request for Qualification Statements (RFQS)** - a solicitation used to acquire professional services as defined by the State of Texas Government Code, Chapter 2254.
33. **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.
34. **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.
35. **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.
36. **Responsive** - meeting all the requirements of a Solicitation.
37. **Services** - include all work or labor performed for the City on an independent Contractor basis other than construction.



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38. **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.
39. **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.
40. **Vendor** - a person, firm, or entity that sells Goods and/or Services.

B. HOMELESS SERVICES DEFINITIONS

1. **Advocacy** – services that offer information, analysis, and resources – to work in partnership with victims to strengthen their plans. See case management for more detail.
2. **At risk of homelessness** - An individual or family who:
 - A. Has an annual income below 30 percent of median family income for the area, as determined by HUD;
 - B. Does not have sufficient resources or support networks, *e.g.*, family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the “homeless” definition in this section; and
 - C. Meets one of the following conditions:
 - i. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
 - ii. Is living in the home of another because of economic hardship;
 - iii. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
 - iv. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
 - v. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
 - vi. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
 - vii. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan;
 - D. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 387(3) of the Runaway and Homeless Youth Act ([42 U.S.C. 5732a\(3\)](#)), section 637(11) of the Head Start Act ([42 U.S.C. 9832\(11\)](#)), section 41403(6) of the Violence Against Women Act of 1994 ([42 U.S.C. 14043e-2\(6\)](#)), section 330(h)(5)(A) of the Public Health Service Act ([42 U.S.C. 254b\(h\)\(5\)\(A\)](#)), section 3(m) of the Food and Nutrition Act of 2008 ([7 U.S.C. 2012\(m\)](#)), or section 17(b)(15) of the Child Nutrition Act of 1966 ([42 U.S.C. 1786\(b\)\(15\)](#)); or



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- E. A child or youth who does not qualify as “homeless” under this section, but qualifies as “homeless” under section 725(2) of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11434a\(2\)](#)), and the parent(s) or guardian(s) of that child or youth if living with her or him.
3. **Case Management** - services that help persons who are homeless move through crisis towards stability, including developing an individualized case plan, assistance obtaining identification and required documentation, connecting clients to mainstream resources and housing resources.
4. **Chronically Homeless** - defined federally by the United States Department of Housing and Urban Development (HUD) as
- A. A homeless individual with a disability who:
 - Lives in a place not meant for human habitation, a safe haven, or in an emergency shelter; and
 - Has been homeless continuously for at least 12 months or on at least 4 separate occasions in the last 3 years where the combined occasions must total at least 12 months
 - Occasions separated by a break of at least seven nights
 - Stays in institution of fewer than 90 days does not constitute a break
 - B. An individual who has been residing in an institutional care facility for fewer than 90 days and met all of the criteria in paragraph (1) of this definition, before entering that facility; or
 - C. A family with an adult head of household (or if there is no adult in the family, a minor head of household) who meets all of the criteria in paragraphs (1) or (2) of this definition, including a family whose composition has fluctuated while the head of household has been homeless.
5. **Continuum of Care** - the community group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim service providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social service providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans, and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; rapid re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.
6. **Coordinated Entry/Coordinated Assessment** - A process to assess the needs of homeless persons and to direct them to a particular housing solution in the community – Permanent Supportive Housing, Rapid Rehousing, or to determine if they only need minimal assistance to divert them from homeless shelters. The Coordinated Assessment (CA)/Austin Prioritization Index (API) is the assessment that prioritizes a person’s level of vulnerability compared to other homeless persons in the community who have been assessed with the same tool and prioritizes serving persons ranked most vulnerable first. In Austin, the Coordinated Assessment is governed by the Coordinated Entry Written Standards adopted by the Continuum of Care Board, the Leadership Council. Individuals experiencing homelessness can complete an assessment at walk-in centers and by phone by qualified staff located throughout the community.



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7. **Diversions** –services to assist a person in finding other safe and appropriate housing options than shelter. Diversions are services to assist a person at imminent risk of homelessness in finding other safe and appropriate housing options than shelter. It includes possible one-time financial assistance and an intentional problem-solving conversation to explore and utilize their existing social and informal resources to avoid experiencing homelessness. It can also include services to persons experiencing homelessness to assist them to exit homelessness without the need to enroll in a longer-term homeless assistance program like Rapid Rehousing or Permanent Supportive Housing. Households must meet [HUD’s definition of homelessness](#) to receive assistance as defined in the Section V. Eligible Populations. Persons meeting Category 2 Imminent Risk of Homelessness will be prioritized for assistance.

Regarding shelters serving those fleeing domestic violence, using diversion tactics should also include safety planning; and in many cases shelter diversion is not a safe option, and should only be used if there are options that are safe and free from risk of potential violence. Diversions staff have creative and problem-solving conversations that help to identify whether individuals are fleeing an unsafe situation, have better alternative housing options, or need help to stay in the place where they have recently been staying to determine if there are any other safe housing resources available than shelter. Referrals to other shelters or transitional housing, housing financial assistance, rapid rehousing, hotel vouchers, and other housing interventions could be utilized.

8. **Emergency Shelter**- a facility that provides temporary or transitional shelter for persons who are experiencing homelessness through providing bunks, mats, or private rooms. Shelters may serve those experiencing homelessness or specific subpopulations such as families, single adult females or males, or those with specialized needs like mental health or substance use services so long as the shelter complies with anti-discrimination and Fair Housing laws and ordinances.
9. **Family violence** - an act by a member of a family or household against another member of the family or household that:
- A. is intended to result in physical harm, bodily injury, or assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, or assault, but does not include defensive measures to protect oneself; or
 - B. is intended to inflict emotional harm, including an act of emotional abuse.
10. **Harm Reduction** - Harm reduction is a proactive and evidence-based approach to reduce the negative personal and public health impacts of behavior associated with alcohol and other substance use at both the individual and community levels.
11. **Homeless** – *for the purposes of this RFP, the term homeless is defined by HUD as the following categories:*

(Category 1) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;



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(ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

(iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

(Category 2) An individual or family who will imminently lose their primary nighttime residence, provided that:

(i) The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;

(ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, needed to obtain other permanent housing;

(Category 3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

(i) Are defined as homeless under section 387 of the Runaway and Homeless Youth Act ([42 U.S.C. 5732a](#)), section 637 of the Head Start Act ([42 U.S.C. 9832](#)), section 41403 of the Violence Against Women Act of 1994 ([42 U.S.C. 14043e-2](#)), section 330(h) of the Public Health Service Act ([42 U.S.C. 254b\(h\)](#)), section 3 of the Food and Nutrition Act of 2008 ([7 U.S.C. 2012](#)), section 17(b) of the Child Nutrition Act of 1966 ([42 U.S.C. 1786\(b\)](#)) or section 725 of the McKinney-Vento Homeless Assistance Act ([42 U.S.C. 11434a](#));

(ii) Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance;

(iii) Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and

(iv) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse (including neglect), the presence of a child or youth with a disability, or two or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(Category 4) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a



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family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, *e.g.*, family, friends, faith-based or other social networks, to obtain other permanent housing.

12. **Homeless Management Information System (HMIS)** - the information system designated by the Continuum of Care to comply with the HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at-risk of homelessness.
13. **Homelessness Prevention** – services to assist individuals at risk of experiencing homelessness (according to the definition above) to either maintain their current housing or to transition to housing which they can maintain without assistance. Services include eviction prevention, financial assistance, increasing income, connecting to mainstream benefits, and case management.
14. **Housing First** - Housing first is a philosophy that homelessness can be most efficiently ended by providing someone with access to safe, decent, and affordable housing. Although an individual experiencing homelessness may benefit from supportive services such as mental health or substance abuse counseling, participation in these services is not a prerequisite to access housing or a condition of maintaining it. In fact, the stability that a housing unit provides bolsters a tenant's ability to participate in these services. The National Alliance to End Homelessness has developed the following Housing First principles:
 - Homelessness is foremost a housing problem and should be treated as such
 - Permanent housing is a right to which all are entitled
 - People should be returned to or stabilized in permanent housing as quickly as possible and connected to necessary resources to sustain housing
 - Issues that may have contributed to a household's homelessness can best be addressed once they are permanently housed
15. **Housing Focused Shelter** - Shelter programs which provide a path to housing, uniquely tailored to each participant's situation. Services delivery and available resources are primarily oriented towards assisting participants with exit the shelter quickly to permanent housing destinations, independently or supported by a formal housing program. period.
16. **Housing Navigation** -services to assist households experiencing homelessness in identifying, removing barriers to, and obtaining permanent housing solutions. Services usually do not last beyond housing move-in.
17. **Landlord Outreach** – Services that establish relationships with property owners and acts as an intermediary, providing support and conflict resolution assistance to ensure ongoing positive relationships in order to connect individuals experiencing homelessness with units. Establishing good



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relationships with landlords can have many benefits, including landlords holding open apartments, waiving certain fees, or agreeing to lock-in rental payments for good tenants.

18. **Low Barrier Shelter** – crisis lodging which actively reduces or eliminates barriers to accessing and maintaining shelter services, such as requirements around income, criminal background, sobriety, pets, household members, storing belongings, or stringent behavioral expectations. Rules regarding access and safety of participants and staff are designed collaboratively with participants, and participants are able to access shelter resources at times most convenient to their situation.
19. **Motivational Interviewing** - MI is a collaborative, person-centered approach to elicit and strengthen motivation to change. MI is rooted in an understanding of how hard it is to change learned behaviors, many of which have been essential to survival on the streets.
20. **Permanent Housing** - housing that is not time limited, usually with a lease, and may include market rate apartments or those with permanent assistance or vouchers through a Housing Authority or permanent supportive housing program. It may also include living with family or housing where a client has time-limited rental assistance (through Rapid Rehousing, for example), but where the client has the option of transitioning in place to market rate rent or affordable rental rates.
21. **Permanent Supportive Housing** - housing for homeless individuals that combines non-time limited affordable housing assistance with voluntary support services to address the needs of persons with complex mental or physical health, addictions, or cognitive challenges. The services are designed to build independent living and tenancy skills and connect people with healthcare, substance use treatment and employment services. In addition to ending a person’s homelessness and increasing their housing stability, Permanent Supportive Housing has been shown to improve health and wellbeing.
22. **Progressive Engagement** - Progressive engagement is a person-centered approach to ending someone’s homelessness. It is based on tailoring assistance to each individual or household’s needs and assessing what works best for them, with their specific strengths, and in their specific situation. Progressive engagement starts small by helping people with their immediate needs, in order to stay housed.
23. **Rapid Exit**- Rapid exit strategies are appropriate after a household has entered emergency shelter or stayed in an unsheltered setting and serves to help them move as quickly as possible back into housing with the support of services and a minimal level of financial assistance.
24. **Rapid Rehousing** - services that quickly connect persons to permanent housing by addressing their immediate barriers to permanent housing with housing location, financial assistance, and housing stability case management. Supportive services and rental assistance are provided after the household attains housing to assist the participant with assuming full rental responsibility for the unit as quickly as possible while maximizing housing stability.

C. FUNDING DEFINITIONS

1. **General Fund** – Main operating fund for the City of Austin.



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II. STANDARD SOLICITATIONS PROVISIONS

A. 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.



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B. 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 HSO Competitions.
3. **RFP Distribution List:** Interested organizations can subscribe to that list by emailing a request HSDCompetitions@AustinTexas.gov.
4. **Newspaper Notices.** If applicable, one or more notices of this Solicitation were published in the newspaper as required by statute.

C. 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.)

D. 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.



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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 HSDCompetitions@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.

E. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

1. **PartnerGrants Registration:** Since HSD 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.



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(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.

F. 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: Proposal and other required forms (see Required Documents below) by June 4, 2024, 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 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 by June 4, 2024, by 3PM CST
2	Proposal	
3	Program Budget and Funding Summary	
4	COA Certifications and Disclosures	
Other Form	Title	Guidance
See Form 1: Offer Sheet for information	Threshold Review	Threshold Application is required to submit Intent to Apply form.
See Form 1: Offer Sheet for information	Intent to Apply Form	Intent to Apply form is required to be submitted in Partnergrants by May 16, 2024, by 3PM CST

- 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



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- c. Form 3 – Program Budget and Funding Summary
 - d. Form 4 – COA Certifications and Disclosures
5. Offerors may submit only one Work Statement per Proposal.
 6. Total word limit in Form 2: RFP Proposal is 15,000-words which includes the questions. Words that are in excess of the limit will be removed from the proposal and not considered part of the application.
 7. 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 3,200 -words in Form 2-RFP Proposal, and this is included in the 15,000-word limit.
 8. Offerors must use this template for the Proposal and cannot submit a proposal that does not include the questions and narrative.
 9. All questions are boxed and highlighted in green in Form 2: RFP Application. 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.
 10. 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.
 11. 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.
 12. 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
 13. **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.
 14. **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.
 15. **Exceptions:** Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the proposal.



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16. **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.
17. **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.

G. 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 any pre-proposal threshold checklist - 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 a pre-proposal threshold 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 pre-proposal threshold checklist. If a pre-proposal 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.



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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/offers 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:** Natasha Ponczek Shoemake
E-Mail: HSDCompetitions@austintexas.gov

H. 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



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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.

I. 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. **Funding Availability:** The amount and composition of funding availability included in the solicitation documentation is considered approximate and may change at any time during the open solicitation period or after the close of the solicitation. Should additional funds become available, City staff will base award decisions on the recommendations from the Evaluation Factors Scoring Rubric.
4. **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.
5. 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.

J. 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



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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 HSDCompetitions@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



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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



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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/Commission%20Form%201295%20process%20and%20procedures)

K. 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.

RFP # 2024-002 Homelessness Diversion Demonstration Project		
Form 1: Offer Sheet	Applicants must print, sign, scan and upload signed forms.	No points, but Applicant must submit signed form.
Form 2: RFP Proposal		
Part I: Fiscal and Administrative Capacity	Agency Information and Minimum Requirements	No points awarded, but Applicant must pass threshold defined in Section XIII. Applicant Minimum Qualifications in below this table.
Section	Category	Maximum Points Eligible
Part II: Scored Proposal Section 1: Program Design	Program Summary Clients Served Program Requirements Service Delivery & Best Practices Service Coordination	35 points
Section 2: Data Informed Program Management	Performance Measures Data Security & Systems Management Quality Improvement & Feedback	20 points



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Section 3: Experience and Cultural Competence	Agency Experience & Performance Service Delivery Experience Cultural Competence & Racial Equity	15 points
Section 4: Cost Effectiveness (Form 3)	Program Staffing & Time Livable Wage Program Budget & Funding Summary	20 points
	Cost Effectiveness & Number of individuals served/ total budget = Cost Analysis	10 points
		Total: 100 points
Form 4: COA Certifications and Disclosures	Applicants must print, sign, scan and upload signed forms.	No points, but Offeror must submit signed form.

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.

L. 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 by the City of Austin 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 (7th) 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.



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III. SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchase Provisions apply to this solicitation:

A. EXPLANATIONS OR CLARIFICATIONS

1. All requests for explanations or clarifications regarding the RFP must be submitted in writing to HSDCompetitions@austintexas.gov or through PartnerGrants **by 3PM CST on May 28, 2024**.
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 2PM CST on June 4, 2024.**

B. 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 Section 6.1: Insurance of the Exhibit in Exhibit E. Standard Boilerplate in this RFP.

C. TERM OF AGREEMENT

1. The Agreements funded by this agreement is intended to have a start date of August 1, 2024, for a 26-month contract term with four possible renewals.
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.

D. ALLOWABLE AND UNALLOWABLE COSTS

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



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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



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

E. 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.

F. 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.

G. 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



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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.

H. EMERGENCY RESPONSE

In the case of a public health emergency or declaration of emergency in Austin/Travis County, the Grantee agrees to provide emergency response services within the capabilities of the Grantee organization. The City may allow or require changes to program services and budgets as included in the original Proposal documents and/or described in the original contract to accommodate necessary efforts in the interest of a coordinated community response. The Grantee will work alongside City staff to make necessary adjustments to relevant contract documents, including, but not limited to, the Program Work Statement, Program Budget and Narrative, and Program Performance Measures. See Sections 8.6 and 8.6.1 of Exhibit E: Standard Boilerplate.