



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)

SOLICITATION NO: PAX0118

COMMODITY/SERVICE DESCRIPTION: Social Services
Enhancements

DATE ISSUED: 06/02/2014

REQUISITION NO.: 14052000352

PRE-PROPOSAL CONFERENCE TIME AND DATE: 06/19/2014,
9:30 am, local time

COMMODITY CODE: 95243

LOCATION: City Hall Bullpen, Room 1029, 304 W. 2nd Street, Austin,
TX 78701

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

PROPOSAL DUE PRIOR TO: 07/01/2014, 11:00 am, local time

Sai Xoomsai Purcell
Senior Buyer Specialist

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

Phone: (512) 972-4016

E-Mail: sai.xoomsai@austintexas.gov

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8 th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

Submit one (1) double-sided original and five (5) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SCOPE OF WORK	3
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	10
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
Attachment A	Price Proposal Form	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City’s MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

E-Mail Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet

Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

2. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

3. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____) _____ Fax Number (____) _____
Email Address _____

4. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

5. Company's Name _____
Name and Title of Contact _____
Present Address _____
City, State, Zip Code _____
Telephone Number (____)_____ Fax Number (____)_____
Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to sai.xoomsai@austintexas.gov no later than close of business ten calendar days before the proposal due date

2. **INSURANCE:** Insurance is required for this solicitation.

I. General Requirements

Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

- A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the contract.
- 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 contract, 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 Human Services Administration Unit upon request. Execution of this contract will 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 Human Services Administration Unit. The Certificate(s) shall show the City of Austin contract number and all endorsements by number.
- E. Insurance required under this contract 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 contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced. Contractor 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 contract are not intended and will not be interpreted to limit the responsibility or liability of the Contractor or subcontractor(s).

II. Specific Requirements

The following requirements apply to the **Contractor and to Subcontractor(s) of every tier** performing services or activities pursuant to the terms of this contract. Contractor acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and Contractor's subcontractor(s):

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

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* per occurrence for coverage A and B
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
 - d. Sexual Abuse and Molestation Coverage at \$500,000 per occurrence
3. The Policy shall also include the following endorsements 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)

C. Business Automobile Liability Insurance†

1. Minimum limits:
 - \$500,000* per occurrence
2. The Policy shall also include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. City of Austin named as additional insured (Form TE 9901B)

D. Professional Liability Insurance

1. 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 contract.

- E. **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 CONTRACT:

- A. The Contract shall be in effect for an initial term of **12 months** and may be extended thereafter for up to five (5) 12-month renewal options, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to resolicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

**CITY OF AUSTIN
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- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

4.

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Municipal Court Accounting Department
Attn:	Gloria Esparza
Address	PO Box 2135
City, State Zip Code	Austin, TX 78768

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

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7. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the “report”) for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as “Contractor’s personnel”).
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report].
 - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver’s license or photo ID card;
 - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver’s license or photo ID card; or
 - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor’s personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver’s license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor’s personnel to determine those appropriate for execution of the work and for presence on the City’s property. A list of all Contractor Personnel requiring access to the City’s site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor’s affidavit described in (D) above and the list of the Contractor’s personnel, the City will provide each of Contractor’s personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor’s personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor’s reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City’s Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor’s personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor’s schedule. Lost ID badges shall be reported to the City’s Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor’s personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

**CITY OF AUSTIN
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8. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Database Name: U.S. Department of Labor Employment Cost Index for Wages and Salaries	
Series ID: CIU2020000430000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Private Industry Workers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 100%	

- E. **Calculation:** Price adjustment will be calculated as follows:

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SUPPLEMENTAL PURCHASE PROVISIONS**

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted portion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

9. **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 Contractor 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.

38. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Peter Valdez III, LMSW

Court Administrator, Downtown Austin Community Court

Phone: 512-974-4873

Pete.valdez@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

SCOPE OF WORK
SOLICITATION NO. PAX0118
Description: Social Services Enhancements

1.0 Purpose

Contractor(s) shall provide services to homeless or formerly homeless individuals in case management with Downtown Austin Community Court (DACC) in order for them to obtain long-term housing or maintain housing. This request for proposal (RFP) seeks proposers for homeless prevention and intervention services in four areas: (1) transitional housing; (2) peer to peer support for clients with ongoing mental health and/or mental health and substance abuse issues; (3) on-call case management support outside normal business hours for clients already engaged in DACC-provided services; and (4) life skills training to help prepare people for housing. Proposers can apply to one, two, three, or all four services listed under this RFP. The total amount of funds available for all four (4) services is \$310,000 per fiscal year with five (5) one (1)-year renewal options, minus any funds retained by DACC for contract administration.

2.0 Background

DACC was established by the City of Austin (City) in 1999 as one of the first community courts in the nation and the first in Texas. It is charged with adjudicating “quality of life” offenses committed in the downtown Austin area. DACC is a problem-solving court that seeks to hold offenders responsible for violations of the law while working with people to support changing their behavior. Toward that end, DACC comprises both a traditional court staff and a staff of social service workers, along with a social service rehabilitation budget to assist indigent clients with such services as substance abuse treatment, transitional housing, and the purchase of IDs, bus passes, etc. DACC has long collaborated with social service agencies throughout Austin and Travis County toward assisting the downtown homeless population.

In 2010 DACC, working with its Advisory Committee and community stakeholders, began a series of research projects into how it could more effectively provide solutions to homeless persons in the downtown area. Much of that research was focused on the impact on the community of a core group of long-time homeless individuals involved with the criminal justice system. Reports were gathered in collaboration with Permanent Supportive Housing, the Austin-Travis County Reentry Roundtable and the Downtown Austin Alliance showing that a better way forward was to provide enhanced services for this population as an alternative to the cycle of repeated arrests, jail stays, court appearances, emergency room visits, EMS calls and crisis interventions.

For several years, DACC has provided substance abuse treatment services through an interlocal agreement with Austin Travis County Integral Care (ATCIC). Most eligible clients are referred to Austin Recovery and transitional housing and other support services are provided as funds allow. DACC also works with ATCIC to provide substance abuse treatment and mental health support through Road to Recovery. The first permanent housing program was established in collaboration with Caritas, with units coming from Foundation Communities for individuals referred by DACC who agreed to case management and a variety of housing-ready services as needed.

Experience has shown throughout this period that improvement is needed both in engaging a hard-to-reach population and in continuity of care in order to retain more people in services once DACC rehabilitation staff engaged them. In 2012 DACC hired additional case managers targeted to provide more intensive support and guidance through treatment, transitional housing and into housing ready services. Each of these case managers is assigned a caseload of a limited number of priority clients. In addition, select case managers also engage in outreach to the homeless community on the streets to establish communication and encourage them to engage in services. Two case managers were also added for an Emergency Solutions Grant (ESG) for Rapid Rehousing through the U.S. Department of Housing and Urban Development (HUD).

The next step in providing more intensive, focused rehabilitation services and providing greater continuity of care is seen as filling gaps in four areas: (1) a greater variety of transitional housing options that reflect the varying needs of the client population; (2) peer-to-peer support for clients with on-going mental health and/or mental health and substance abuse issues; (3) on-call case management support outside normal business hours for clients already engaged in DACC-provided services; and (4) life skills training such as budgeting, meal preparation, nutrition, and sanitation. To that end, DACC seeks proposals from qualified social service providers.

3.0 Target Population

The target population is single adult men and women who have experienced or are experiencing homelessness and are referred by the DACC.

Clients might:

- Be high users of public services such as homeless shelters, EMS, hospital emergency rooms, Austin State Hospital, jails, and courts.
- Have a history of substance abuse that is periodically disabling.
- Have a persistent mental illness that is periodically disabling.
- Have ongoing physical health issues that present barriers to employment.
- Have an extensive record of criminal convictions ranging from Class C misdemeanors to felonies.

4.0 Contractor Responsibilities

4.1 Contractor(s) shall implement the program(s) or service(s) proposed within thirty (30) days of contract execution.

4.2 Contractor(s) shall be required to utilize the local Homeless Management Information System (HMIS) to track and report client information for individuals who are at risk of homelessness or who are homeless. These expenses may be reflected in the fees. HMIS Non-profit user license fee is \$600 annually, plus \$90 for an Advance Reporting Tool viewer (to view common reports, data quality, etc.)

4.2.1 HMIS Requirements:

4.2.1.1 "Open settings" for Uniform Data Elements (UDE) shall be used for all client records in order to reduce duplication of records and improve cross-agency collaboration around client services.

4.2.1.2 Data quality report(s) shall be submitted monthly within 5 business days after the end of each month (report and minimum standards to be specified by HMIS Administration)

4.2.1.3 HMIS user licenses shall be purchased for staff employed by the contractor entering data into HMIS. License costs may be included in proposal.

4.2.1.4 Contractor(s) shall participate in the Annual Homeless Count, Annual Homeless Assessment Report (AHAR), and other required HUD reporting.

4.2.1.5 Contractor(s) shall participate in a minimum of six (6) hours of annual training for each licensed user and attend required City-sponsored training(s) regarding HMIS and Community Tech Knowledge (CTK).

4.2.1.6 Contractor(s) shall provide an annual report that includes compliance levels for the requirements listed above. The contractor shall provides feedback in order to help the data system improve.

4.2.1.7 If data quality reports consistently fall below minimum standards that are set by the HMIS administrator, payments from the City may be withheld until reporting improves to at least minimum standards.

5.0 Contractor Requirements

Contractor(s) shall:

- 5.1 be a nonprofit corporation with an IRS 501(c)(3) designation or equivalent;
- 5.2 hold a current certificate of good standing from the Texas Secretary of State;
- 5.3 have experience working with the target population and providing social services;
- 5.4 conduct and maintain documentation of criminal background investigations for all staff, volunteers, interns or any other individuals providing services for DACC;
- 5.5 have a Board of Directors with specific, dated terms of office that meets in person at least twice per calendar quarter, maintains official minutes, has a documented process to review program performance, annually approves a budget and an independent audit/financial review and regularly reviews financial statements of the organization;
- 5.6 be current on the submission of its annual IRS 990 (or equivalent) tax return;
- 5.7 have NOT received a Going Concern Uncertainty from an auditor in the last two years;
- 5.8 provide case management staff/client ratios of 1:10 or less for transitional housing services.

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A. PROPOSAL FORMAT

All proposals shall be submitted in the following format.

Submit one (1) double-sided original and five (5) electronic versions of the complete proposal. The electronic version must be on flash drive in PDF format.

The one (1) original must include the original signature of the person authorized to sign on behalf of the offeror.

Include with your proposal all documents as stated on page 2 of the Offer Sheet. Use tabs to divide each part of your proposal. Provide a table of contents.

Throughout your proposal provide details, pictures, graphs, examples, and any additional information that you feel clearly demonstrates to the City of Austin (City) your company's, program, solution, systems, experience, and complete understanding of the requirements of this Request for Proposal.

Prefacing the proposal, the offeror shall provide an executive summary of three (3) pages or less which gives a summation of the proposal in brief, concise terms. The executive summary shall specify which operational area(s) are being proposed.

The proposal shall not be longer than eight (8) pages, not including the cover letter, executive summary, table of contents, letter verifying 501(c)(3) status, signed certifications, budget forms, Administrative and Fiscal Review (AFR) documents, Memorandums of Understanding (MOUs), or any resumes attached.

The proposal itself shall be organized in the following format and informational sequence:

1. Business Organization:

State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the state in which incorporated or licensed to operate.

2. Concept and Solution: Define in detail your understanding of the requirements presented in the Scope of Work of this Request for Proposal and your solution. Describe your plan for accomplishing the required work including your implementation plan.

2.1 Describe your approach on how your organization promotes partnerships across public, private, and nonprofit entities to benefit clients.

2.2 Provide case management staff/client ratios not to exceed the ratio of 1:10 for transitional housing. Specify staff and client ratios for peer-to-peer support and on-call case management and provide a rationale for those ratios. Scoring preference will be given to providers that can demonstrate frequent, voluntary client contact.

2.3 Offer cost-effective solutions that result in the reduction of costs to public systems and the leveraging of existing public and private resources and investments. Potential cost-benefit will be considered in the scoring of proposals. Provide proof of any required local, state, or national licenses and/or certifications needed to provide the described service(s) in an ethical and legal manner.

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- 2.4 Demonstrate knowledge of the procedures for applying for public benefits, such as Supplemental Security Income (SSI)/Social Security Disability Insurance (SSDI), Veterans Administration, Medicaid and the Medical Assistance Program (MAP) on behalf of clients or in collaboration with Downtown Austin Community Court (DACC) case managers, using training such as SSI/SSDI Outreach, Access and Recovery (SOAR) or other successfully demonstrated case management model.
- 2.5 Describe a system for tracking individual client contacts and services in order to provide results to DACC on a monthly basis on both individual progress and status, and for aggregate reports. The tracking system must also enable the generation of reports requested on a special or periodic basis by DACC and City stakeholders.
- 2.6 If applying to provide transitional housing services, provide written evidence of meeting the Homeless Housing Habitability Standards of the City of Austin, along with a description of routines, practices, and/or models used to ensure sobriety at any and all facilities used.
- 3. Project Management Structure:** Provide a general explanation and chart which specifies leadership and reporting responsibilities and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure and provide an internal management description for each subcontractor.
- 4. Prior Experience:** Describe only relevant agency experience and individual experience for personnel who will be actively engaged in the project. Do not include agency experience unless personnel assigned to this project actively participated. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished. Provide detailed background information, including professional training, licenses and certifications.
- 5. Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (offeror or subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the team's percentage of Local Business Presence will be based on the dollar amount of work as reflected in the offeror's (Minority-Owned Business Enterprise/Woman-Owned Business Enterprise (MBE/WBE) Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the offeror or subcontractor(s) have a local business presence.
- 6. Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, offerors or potential offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- ii. If during the No-Contact Period an offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the offeror's offer is disqualified from further consideration except as permitted in the Ordinance.
- iii. If an offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the offeror from doing business with the City for a period not to exceed three (3) years, provided the offeror is given written notice and a hearing in advance of the debarment.
- iv. The City requires offerors submitting offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- 7. **Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
- 8. **Proprietary Information:** All material submitted to the City becomes public property and is 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.
- 9. **Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- 10. **Cost Proposal:** The offeror is required to submit pricing in the format as outlined in Attachment A - Price Proposal Form.

B. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the proposal.

C. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the offeror.

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D. EVALUATION FACTORS AND AWARD

1. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful offeror will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph D below shall be applied to all eligible, responsive offerors in comparing proposals and selecting the best offeror. Award of a Contract may be made without discussion with offerors after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

2. **Evaluation Factors:**

i. **100 points.**

Evaluation: A total of 110 points is possible for the proposed program description and budget. Evaluation factors and the maximum score per section are noted at the end of each section. All proposals will be evaluated as to how the proposed program will align with the goals outlined in the Scope of Work and to ensure that each required response in the Work Statement has been adequately addressed.

EVALUATION MATRIX

SECTION	POINTS
I. Program Goals and Objectives	10
II. Program Clients Served	10
III. Program Services and Delivery	15
IV. System for Collecting and Reporting Data	10
V. Performance Measures	10
VI. Program Evaluation	5
VII. Collaboration and Community Planning Activities	5
VIII. Overall Evaluation Factors Regarding Offeror	10
IX. Budget Information	10
X. Local Business Presence	15
TOTAL	100

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WORK STATEMENT FORMAT

The actual application should be organized and labeled using the ten (10) numbered and titled sections listed above, in the sequence as shown.

SECTION I. PROGRAM GOALS AND OBJECTIVES

1. What are the goals and objectives of the service(s) offered?
2. How will these goals and objectives fit into the overall system of services now offered by DACC?

Evaluation Section I PROGRAM GOALS AND OBJECTIVES	10 points
<ul style="list-style-type: none">• Program goals and objectives are clearly defined	
<ul style="list-style-type: none">• Goals and objectives align with the mission of DACC	

SECTION II. PROGRAM CLIENTS SERVED

1. Knowing the client population that will be served, discuss if this population is similar to or different from your current service population.
2. The term “cultural competency” refers to providing services, support or other assistance in a manner that is responsive to the beliefs, interpersonal styles, attitudes, language and behaviors of individuals who are receiving services in a manner that has the greatest likelihood of ensuring their maximum participation in the service.
 - 2.1 Describe how the agency will utilize cultural competency to deliver services so that cultural and language differences are not a barrier to services. Include the preferred staffing qualifications to ensure they will understand and be sensitive to the needs of culturally diverse populations.
 - 2.2 Describe how the agency will follow the National Culturally and Linguistically Appropriate Services (CLAS) Standards in Health and Health Care:¹
 - a. Educate and train governance, leadership and workforce in culturally and linguistically appropriate policies and practices on an ongoing basis.
 - b. Offer language assistance to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care and services.
 - c. Inform all individuals of the availability of language assistance services clearly and in their preferred language, verbally and in writing.
 - d. Ensure the competence of individuals providing language assistance, recognizing that the use of untrained individuals and/or minors as interpreters should be avoided.

¹ <http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>

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Evaluation Section II PROGRAM CLIENTS SERVED	10 points
Target Population	
<ul style="list-style-type: none"> Agency plans and experience in working with the target population are clearly described 	
Cultural and Language Competency	
<ul style="list-style-type: none"> Strategies are culturally inclusive and appropriate for target populations 	

SECTION III. PROGRAM SERVICES AND DELIVERY

1. Describe how the service(s) offered will support stabilization of the clients served toward seeking housing or staying in permanent housing.
2. Describe how the agency will be able to begin the services in the time period required.
3. Discuss staff experience and training appropriate to clients to be served.

Evaluation Section III PROGRAM SERVICES AND DELIVERY	15 points
Overall Evaluation Factors	
1. The ability to provide services to specific client population is clearly demonstrated	
2. Services can be implemented in a timely manner	
3. Staff/client ratio is defined and appropriate to the service(s) offered	
4. Responsiveness to goals and other information presented in the RFP is clearly demonstrated	
5. Staff appropriate to target population will be utilized	

SECTION IV. SYSTEM FOR COLLECTING AND REPORTING PROGRAM DATA

Competence in data collection, management and reporting is required. Contractor shall provide quantitative reports and qualitative reports throughout the contract period.

The City requires contractors to enter client data into the community Homeless Management Information System (HMIS). See Section 0500, Scope of Work, item 4.2 for specific HMIS contract requirements.

This program will require ongoing monitoring and informal evaluation to identify if programs are working effectively and which contracts need adjustment to respond to expenditure and performance requirements.

Data Management and Reporting:

1. Provide information regarding past experience with data management and reporting. If applicable, include past experience utilizing Austin's HMIS.

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2. Describe your plan for insuring high data quality in HMIS including your staffing plan such as full-time employees (FTEs) for HMIS and data administration at your agency.

Evaluation Section IV SYSTEM FOR COLLECTING AND REPORTING PROGRAM DATA	10 points
Data Management and Reporting	
<ul style="list-style-type: none"> Past experience in data management and reporting for a similar project is clearly demonstrated 	
<ul style="list-style-type: none"> Prior experience with HMIS is shown 	

SECTION V. PERFORMANCE MEASURES

This program will have quarterly performance reporting requirements as well as requirements for reporting in HMIS.

1. Insert program performance measures using the following required measures and table format provided below. Goals should reflect the number anticipated for the 12 months and may be extended thereafter for up to five (5) 12-month renewal options
2. Explain how each output and outcome below will be measured under each performance measure table.

OUTPUT MEASURE

REQUIRED OUTPUT – Use only this output. No additional outputs are necessary.

OUTPUT # 1	1st 12-month	2 nd 12-month (include rollover)	3rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Unduplicated count of individuals provided services through this funding	xx	xx	xx	xx
Must serve a minimum of xx clients in program				

OUTCOME MEASURES

REQUIRED MEASURE

OUTCOME # 1	1st 12- month	2 nd 12-month (include rollover)	3rd 12-month (include rollover)	36-month TOTAL (unduplicated for total period)
Number of unduplicated clients who completed service(s) provided				
Percentage of clients served who remain in DACC program				

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Evaluation Section V PERFORMANCE MEASURES	10 points
<ul style="list-style-type: none"> • Evaluation strategies of the measures listed are clearly defined 	

SECTION VI. PROGRAM EVALUATION

1. Explain how your agency service(s) will strengthen the overall system of case management to clients of DACC.
2. Explain how your agency service(s) can help reduce dropouts of clients who have been housed or are in case management housing ready services.

Evaluation Section VI PROGRAM EVALUATION	5 points
<ul style="list-style-type: none"> • Plan to strengthen overall system delivery and reduce dropouts is clearly stated 	
<ul style="list-style-type: none"> • Plan to look at performance on a continuous basis and make improvements to full overall program goals 	

SECTION VII. COLLABORATION AND COMMUNITY PLANNING ACTIVITIES

1. How does the agency coordinate their service(s) with services offered by other agencies working with the same or similar populations?
2. Does the agency collaborate with other agencies, and if so, in what ways? If no currently collaborating, does the agency have a plan to do so?
3. Describe your agency's involvement in community planning activities that are specific to the services provided under this program.
4. Describe the agency's participation in the Ending Community Homelessness Coalition and other relevant community planning activities.

Evaluation Section VII SERVICE COORDINATION AND COLLABORATION	5 points
1. Collaborations providing support across agencies and connecting clients to appropriate services are described	
2. Service(s) to help ensure clients maintain housing or stay in housing readiness services are described	
3. Client needs are adequately addressed through partnerships and funding relationships	

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4. Community planning activities are specific to the services provided under this program
5. Active participation in community planning including Ending Community Homelessness Coalition and other relevant community planning activities is demonstrated

SECTION VIII. OVERALL EVALUATION FACTORS REGARDING OFFEROR

All proposals will be evaluated on agency capacity based on the most recent Independent Audit, Administrative & Fiscal Review and experience managing relevant local, state, and/or federal contracts.

1. Briefly describe your experience managing relevant local, state, and/or federal contracts.
2. Describe the agency's experience providing supportive services to homeless individuals or individuals in permanent supportive housing (PSH), including, but not limited to providing mental health or substance abuse services, transitional housing, and/or case management as appropriate to the application.

Evaluation Section IX. OVERALL EVALUATION FACTORS REGARDING APPLICANT	10 points
• Most recent audit is provided (unqualified/qualified/going concern identified)	
• Administrative and Fiscal Review demonstrates agency capacity for success, effective management and board oversight	
• Prior experience managing relevant local, state, and/or federal contracts is demonstrated	

SECTION IX. BUDGET INFORMATION

The total amount available for the purchase of all four (4) listed services, minus any funds retained by DACC to administer the contract(s), is \$310,000 per year, with five (5) 12-month renewal options.

The contract(s) under this solicitation will be based on fee-for-services, with the fund amount based on the number of clients served, the type of service, and the unit cost of each service. Fees should be shown per client or unit of time or both, as appropriate to the service(s) provided. Note that fees for on-call services should reflect 24 hour service coverage for City holidays and weekends, and 5:00 pm to 8:00 am on regular weekdays. Fees for transitional housing and related services should reflect a daily-rate per client served. See below:

1. Peer to peer service:
 - Time length of suggested or recommended contact (i.e. each session lasts 1 hour or 1½ hours)
 - Fee charged for each standard contact
 - Any fee amount for non-standard contact, if any (describe the service)
2. On-call case management service:
 - Fee charged per hour of client contact
 - If different, fee charged per hour of contact by day(s) of week or hour(s) of the day (i.e. fee increase for holidays, etc.)

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3. Transitional Housing service:
 - Fee per day per client (this fee should reflect all services provided to the client while staying at the housing facility)
4. Life Skills training:
 - Fee charged per class or hour of client instruction

Evaluation Section IX BUDGET INFORMATION	10 points
Program Budget	
<ul style="list-style-type: none"> • Fees are reasonable and appropriate for the proposed work plan • Sufficient detail is provided in cost basis 	
Total Program Staff Positions & Time	
<ul style="list-style-type: none"> • Staff positions and time are reasonable • Resumes or brief job descriptions for key staff that will perform the described services and/or activities are attached 	

SECTION X. LOCAL BUSINESS PRESENCE (15 points)

See Section 0200, Paragraph 12 for Evaluation Criteria, and complete and return Section 0605.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	15
Local business presence of 75% to 89%	12
Local business presence of 50% to 74%	8
Local business presence of 25% to 49%	6
Local presence of between 1 and 24%	3
No local presence	0

3. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 15 points

The City may determine that it is necessary to interview short-listed offerors prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting offeror(s) for a short-list. The City may use some, all, or none of these guidelines when selecting offeror(s) for a short-list.

- i. The point difference between the first and second ranked offeror is less than five (5) points.
- ii. The number of offeror(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- iii. Any significant gaps in point separation between the top ranked offeror(s) and lower scoring offeror(s).
- iv. Offeror(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
- v. Limiting the number of Offeror(s) to be interviewed to no more than 50% or five (5) Offeror(s), whichever is less.
- vi. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.