CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION INSTRUCTIONS

1. **VENDOR REGISTRATION:** All Vendors, Contractors, Subcontractors, Consultants, and Subconsultants desiring to sell to the City must be registered to do business with the City prior to submitting an Offer to a City solicitation. Prime Contractors/Consultants are responsible for ensuring that their Subcontractors/Subconsultants are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

2. **EQUAL OPPORTUNITY:**

   A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Offerors shall sign and return with their Offer, the Non-Discrimination Certification contained in the Solicitation.

   B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

3. **MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM:** All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C, and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts. Goals for MBE/WBE participation are stated in each Solicitation and differ from contract to contract based on the type of contract, the availability of MBEs/WBEs to perform the functions of the contract, and other factors. Information on achieving the goals or documenting good faith efforts to achieve the goals are contained in the MBE/WBE Program Package contained in Section 0900 of the Solicitation. When goals are established, Offerors are required to complete and return the MBE/WBE Compliance Plan with their Offer. If no goals are established, Offerors are required to submit the No Goals Utilization Plan. If a Compliance Plan or No Goals Utilization Plan is not submitted prior to the date and time set forth in the Solicitation, the Offer will not be accepted for consideration.

4. **SOLICITATION:**

   A. **Review of Documents:** Offerors are expected to examine all documents that make up the Solicitation. Offerors shall promptly notify the City of any omission, ambiguity, inconsistency or error that they may discover upon examination of the Solicitation. Offerors must use a complete Solicitation to prepare Offers. The City assumes no responsibility for any errors or misrepresentations that result from the use of incomplete Solicitations.

   B. **Location of Documents:** Solicitations are issued by the Purchasing Office. The location and phone number for the Purchasing Office are specified in the advertisement and in the Solicitation.

5. **WRITTEN EXPLANATIONS OR CLARIFICATIONS:** Any material information given to one Offeror concerning a Solicitation will be furnished as an Addendum to all Offerors who have been issued a Solicitation. 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. Requests for explanations, clarifications or interpretations may be faxed to the City at (512) 974-2388. The fax must clearly identify the buyer's name and solicitation number.

6. **PRE-BID / PROPOSAL / RESPONSE CONFERENCE:** If a Pre-Bid/Proposal/Response conference is mandatory, the time, place and mandatory nature of the conference will be specified on the cover page of

the Solicitation. If a Pre-Bid/Proposal/Response Conference is mandatory and is not attended by an Offeror, their Offer will be rejected.

7. **PREPARATION OF OFFERS:**

A. **Alternate Offers:** Alternate Offers will be rejected unless the Solicitation authorizes the submission of Alternates.

B. **Bid Preparation Costs:** All costs associated with preparing a Bid in response to a Solicitation shall be borne by the Bidder.

C. **Bid / Proposal / Response Guaranty or Bond:** When required by the Solicitation, an Offer must be accompanied by a Bid/Proposal/Response Guaranty or a Bid / Proposal / Response Bond with Power of Attorney attached, issued by a solvent surety authorized under laws of the State of Texas and acceptable to the City.

D. **Brand Name or Equal:** If the Solicitation indicates brand name or "equal" products are acceptable, the Offeror may propose an "equal" product but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" remains with the City.

E. **Delivery Time:** Delivery time, if stated as a number of days, will be based on calendar days. Time is of the essence in any City purchase. If the indicated date cannot be met or the date is not indicated, the Offeror shall state its best delivery time.

F. **Exceptions:** Exceptions that are taken to any portion of the Solicitation may jeopardize acceptance of the Offer.

G. **Free on Board (FOB) Point:** The Offeror should quote its lowest and best price, with the goods delivered to the place specified, at the Offeror's expense and risk, and there tender delivery to the City.

H. **Payment:** Payment terms shall be net 30 days.

I. **Prices:** Offers shall be firm unless otherwise specified. Pricing shall be entered on the Bid/Quote Sheet (if applicable) in ink. Totals shall be entered in the "Total Price" column of the Bid/Quote Sheet. In the event of a discrepancy between unit price and extended price, the unit price shall govern.

J. **Proposal Preparation Costs:** All costs directly or indirectly related to preparation of a Response to an 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 Proposer.

K. **Proprietary Information:**

i. All material submitted to the City becomes public property and is subject to the Texas Public Information Act, Chapter 552, Texas Government Code, upon receipt.
ii. If an Offeror does not desire proprietary information in the Offer 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.
iii. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

L. **Signature:** The Offeror must sign each document in the Solicitation requiring a signature. Any change made to the Offer must be initialed by the Offeror.

M. **Taxes:** Purchases of Goods or Services for City use are usually exempt from City, State, and most Federal Taxes. Offers 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.

N. **Anti-Lobbying and Procurement:** Article 6, Chapter 2-7, City Code, amended December 6, 2011, prohibits lobbying activities or representations by Offerors between the date that the Solicitation is issued and the date a Contract is executed.

i. Definitions

(1) **Agent:** a person authorized by a respondent to act for or in place of respondent, including a person acting at the request of respondent, a person acting with the knowledge and consent of a respondent, or a person acting with any arrangement, coordination, or direction between the person and the respondent.

(2) **Authorized Contact Person:** the person identified in a City Solicitation as the contact regarding the solicitation, or the authorized contact person's designee during the course of the no-contact period.

(3) **City Employee:** a person employed by the City.

(4) **City Official:** the mayor, members of the City Council, municipal court judges (including substitute judges), city manager, assistant city managers, city clerk, deputy city clerk, city attorney, deputy city attorney, all department heads or deputy department heads, whether such person is salaried, hired or elected, and all other persons holding positions designated by the City Charter. City official, unless otherwise expressly defined, includes individuals appointed by the mayor and city council to all City commissions, committees, boards, task forces, or other City bodies unless specifically exempted from this chapter by the city council.

(5) **Director:** the director of a department to which the Purchasing Officer has delegated authority for enforcing this Chapter.

(6) **No-Contact Period:** the period of time from the date of issuance of the Solicitation until a Contract is executed. If the City withdraws the Solicitation or rejects all Responses with the stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.

(7) **Response:** a complete signed offer to a Solicitation.

(8) **Respondent:** a person submitting an offer to a City solicitation including a bidder, a quoter, responder, offeror, or a proposer. The term "respondent" also includes:

(a) an owner, board member officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;

(b) a person or representative of a person that is involved in a joint venture with the respondent, or a subcontractor in connection with the respondent's response; and

(c) a respondent who has withdrawn a response or who has had a response rejected or disqualified by the City.

(9) **Representation:** a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to:

(a) provide information about a Response;
(b) advance the interests of the Respondent;
(c) discredit the Response of any other Respondent;
(d) encourage the City to withdraw the Solicitation;
(e) encourage the City to reject all of the Responses;
(f) convey a complaint about a particular Solicitation; or
(g) directly or indirectly ask, influence, or persuade any City Official, City Employee, or body to favor or oppose, recommend or not recommend, vote for

or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the Solicitation.

(10) **Solicitation:** an opportunity to compete to conduct business with the City that requires City Council approval under City Charter Article VII Section 15 (Purchase Procedure).

ii. Restrictions on Contacts:

(1) During a no-contact period, a Respondent shall communicate only through the Authorized Contact Person.

(2) During the no-contact period, a Respondent may not make a representation to a City Official or to a City Employee other than to the Authorized Contact Person This prohibition also applies to a vendor that communicates and then becomes a Respondent.

(3) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a communication initiated by a City Official or a City Employee other than the Authorized Contact Person.

(4) If the City withdraws a Solicitation or rejects all Responses with a stated intention to reissue the same or similar Solicitation for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the Solicitation is withdrawn or all Responses are rejected if the Solicitation has not been reissued during the 90-day period.

(5) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or Solicitation is cancelled.

(6) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the Solicitation is cancelled.

(7) The Purchasing Officer may allow Respondents to make representations to City Employees or City Representatives in addition to the Authorized Contact Person for a Solicitation that the Purchasing Officer finds must be conducted in an expedited manner; an expedited Solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The Purchasing Officer's finding and additional City Employees or City representatives who may be contacted must be included in the Solicitation documents.

(8) Representations to an independent contractor hired by the City to conduct or assist with a Solicitation will be treated as representations to a City Employee.

(9) A current employee, director, officer, or member of a Respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a Respondent, is presumed to be an Agent of the Respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the Purchasing Officer.

(10) A Respondent's representative is a person or entity acting on a Respondent's behalf with the Respondent's request and consent. For example, a Respondent may email their membership list and ask members to contact Council Members on the Respondent's behalf. The members are then acting per Respondent's request and with their consent, and the members have become Respondent representatives.

iii. Allowed Representation:

(1) If City seeks additional information from Respondent, the Respondent shall submit the representation in writing only to the Authorized Contact Person. The Authorized Contact Person will then distribute the written representation in accordance with the terms of the particular Solicitation. A Respondent cannot amend or add information to a Response after the Due Date.

(2) If Respondent wishes to send a complaint to the City, the Respondent shall submit the complaint in writing only to the Authorized Contact Person. The Authorized Contact Person shall distribute a complaint regarding the process to members of the City Council or members of the City board, to the Director of the department that issued the Solicitation, and to all Respondents of the particular Solicitation. However, the Purchasing Officer shall not permit distribution of any complaint that promotes or disparages the qualifications of a Respondent, or that amends or adds information to a Response. A determination of what constitutes promoting or disparaging the qualifications of a respondent or constitutes

amending or adding information is at the Purchasing Officer's sole discretion. Bid protests are not subject to the subsection. Documents related to a bid protest may not be forwarded to Council under this subsection.

(3) If a Respondent submits a written inquiry regarding a Solicitation, the Authorized Contact Person will provide a written answer and distribute both the inquiry and answer to all Respondents on the Solicitation.

(4) If a Respondent does not receive a response from the Authorized Contact Person, the Respondent may contact the Purchasing Officer.

(5) A Respondent may ask a purely procedural question, for example, a question regarding the time or location of an event, or where information may be obtained, of a City Employee other than the Authorized Contact Person. This section does not permit a Respondent to make suggestions or complaints about the contract process that constitutes a representation to a City Employee other than the Authorized Contact Person. Notwithstanding this subsection, a Respondent may not ask a procedural question of a Council member, a Council members' aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).

(6) This Article allows representations:

(a) made at a meeting convened by the Authorized Contact Person, including meetings to evaluate Responses or negotiate a contract;

(b) required by Financial Services Department protest procedures for vendors;

(c) made at a Financial Services Department protest hearing;

(d) provided to the Small & Minority Business Resources Department in order to obtain compliance with Chapter 2-9 A-D (the Minority-Owned and Women-Owned Business Enterprise Procurement Program);

(e) made to the City Risk Management coordinator about insurance requirements for a Solicitation;

(f) made in public at a meeting held under Texas Government Code, Chapter 551 (Open Meetings Act); or

(g) made from a Respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules or Professional Conduct.

(7) Nothing in this article prohibits communication regarding the Solicitation between or among City Officials or City Employees acting in their official capacity.

(8) A contribution or expenditure as defined in Chapter 2-2 (Campaign Finance) is not a representation.

iv. **Contract Voidable:** If a contract is awarded to a Respondent who has violated these Anti-Lobbying & Procurement provisions, the contract is voidable by the City.

v. **Debarment:**

(1) If a Respondent has been disqualified under these provisions more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Respondent from the sale of goods or services to the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

8. **SUBMISSION OF OFFERS:** Offerors are required to submit an executed original and copies of the Offer as specified on the Offer Sheet of the Solicitation.

A. **Documents required with Offer:** Submit the following documents with the Offer, as applicable, prior to the Due Date (**SEE SECTIONS 0400, 0500 and 0600 IN THE SOLICITATION FOR ADDITIONAL REQUIRED INFORMATION). Failure to submit the documents may be grounds to reject the Offer:**

i. Cover Page, Offer Sheet signed by an authorized representative;
ii. Section 0600, Bid/Quote Sheet or Offer, as applicable;
iii. Section 0605, Local Business Presence Identification, if applicable;
iv. Section 0700, Reference Sheet, as applicable;
v. Sections 0835 – Non-Resident Bidder Provisions;

vi. 0815, Living Wage and Benefits Contractor Certification, if applicable;
vii. Section 0900, MBE/WBE Procurement Program Package;
viii. Bid/Proposal Guaranty, if applicable; and
ix.. any other document included in the Solicitation requiring completion or execution by the Offeror.

All other pages in the Solicitation should be retained by the Offeror.

B. **Mailing:** Offers and Compliance Plans (when required by the Solicitation), must be returned in a sealed envelope or container marked on the outside with the:

Offeror's Name & Address
Solicitation Number
Due Date and Time

i. If a MBE/WBE Compliance Plan is required, it may be submitted with the sealed Offer or in a separate sealed envelope. If the Compliance Plan is included with the Offer, the outside of the envelope must indicate that the Compliance Plan is included. If the Compliance Plan is submitted in a separate envelope, the outside of the envelope must identify the contents as the "Compliance Plan" and must also include the Offeror's name & address, the Solicitation number, and the Due Date and Time. If a Compliance Plan is required but is not submitted prior to the time set forth in the Solicitation, the Offer will not be accepted for consideration.
ii. When sending an Offer and/or Compliance Plan, use the proper address as shown below:

Address for US Mail (Only)	**Address for Fedex, UPS, Hand Delivery or Courier Service**
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation #	Purchasing Office-Response Enclosed for Solicitation #
P.O. Box 1088	124 W 8th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

iii. Unless authorized in the Solicitation, email, facsimile, or electronic Offers will not be accepted.

C. **Addendum:** Receipt of an Addendum should be acknowledged by signing and returning the Addendum with the Offer or under separate cover prior to the Due Date. The Addendum should be returned with the Offeror's name, address, the Solicitation number, and the Due Date and Time. If the elements covered in the addendum directly impact cost and the addendum is not returned before the Due Date and Time, the offer will be disqualified.

D. **Acceptance of Offers:** Offers must be received and time stamped at the receptionist's desk in the Purchasing Office prior to the Due Date and Time. The time stamp clock on the receptionist's desk in the Purchasing Office is the official time of record and is verified daily with the local time service at (512) 476-7744. It is the sole responsibility of the Offeror to ensure timely delivery of the Offer. The City will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Offeror.

E. **Late Offers:** All Offers received after the Due Date and Time are considered late and will be returned to the Offeror. It is the responsibility of the Offeror to ensure that their Offer arrives at the proper

location by the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. Late Offers will be rejected unless the Purchasing Office, at its sole discretion, determines that the City's misdirection or mishandling was the sole or main cause for the Offer's late receipt at the designated location.

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

9. **MODIFICATION OR WITHDRAWAL OF OFFERS:**

A. **Modification of Offers:** Offers may be modified in writing at any time prior to the Due Date.

B. **Withdrawal of Offers:** Offers may be withdrawn in writing, by email, or by facsimile (provided that the facsimile is signed by the Offeror) at any time prior to the Due Date. An Offeror may also withdraw an Offer in person, provided the withdrawal is made prior to the Due Date. A receipt of withdrawal must be signed by the Offeror. Withdrawn Offers may be resubmitted, with or without modifications, up to the Due Date.

10. **OPENING OF BIDS:** The Purchasing Office representative responsible for opening Bids shall confirm the time and announce the Bid opening. The representative shall then personally and publicly open all Bids timely received, reading each Bid aloud.

11. **OPENING OF PROPOSALS / QUALIFICATIONS STATEMENTS AND RELEASE OF INFORMATION:** Proposals / Qualifications Statements will be opened in a manner that avoids disclosure of the contents. At its sole discretion, the City may release to the public information that is contained in an opened Proposals / Qualifications Statement after City staff review, except as prescribed by State law, including Texas Government Code Chapter 552 and Local Government Code Chapter 252, provided that the City determines that the disclosure will not create a competitive disadvantage for the City.

12. **EVALUATION FACTORS AND AWARD FOR QUOTES AND BIDS:**

A. **Evaluation:** Offerors may furnish pricing for all or any portion of the Solicitation (unless otherwise specified). However, the City may evaluate and award the Contract for any item or group of items shown on the Solicitation, or any combination deemed most advantageous to the City. Offers that specify an "all or none" award may be considered if a single award is advantageous. An Offer containing prices significantly lower than all other Offeror's prices for an item will present a rebuttable presumption of irresponsibility.

B. **Award:** Request for Quotations and Invitations for Bids will be awarded to the Lowest Responsible Offeror. Invitation for Bids – Best Value will be awarded to the offeror who provides goods or services at the best value for the City based on factors outlined in Section 0600. Request for Quotations – Sale and Invitation for Bids – Sale will be awarded to the Highest Responsible Offeror.

C. **Local Business Presence:** 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, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. 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.
(1) For Invitations for Bids if the City receives a competitive sealed bid from an offeror who has Local Business Presences and whose bid is within three percent of the lowest bid price received from an

offeror who does not have Local Business Presence, the City may enter into a contract with the local vendor.

(2) For Request for Proposals and Invitation For Bids-Best Value: Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors per the below evaluation criteria. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of goods and/or services as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. For Local Business Presence to be considered a completed Section 0605 must be returned with the Offer.

LOCAL BUSINESS PRESENCE (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

D. **Acceptance of Quote/Bid:** Acceptance of a Quote/Bid for an open market purchase or supply or service Master Agreement will be by a Purchase Order or a Contract as appropriate. Subsequent Delivery Orders may be issued as appropriate. The contents of a Quote/Bid shall become a part of the Purchase Order/Contract. Under no circumstances will the City be responsible for Goods or Services provided without an acceptance signed by or authorized by an Authorized City Representative.

13. **EVALUATION FACTORS AND AWARD FOR PROPOSALS AND RESPONSES:**

Competitive Selection: This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Section 0600 of the Solicitation shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

14. **RESERVATIONS:** The City expressly reserves the right to:

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

O. reject an Offer because of unbalanced unit prices;

15. **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.

16. **CONTRACT INCORPORATION:** Offeror should be aware that the contents of the successful Offer will become a part of the subsequent contractual documents. Failure of the successful Offeror to accept this obligation may result in the cancellation of any award. Any damages accruing to the City as a result of the successful Offeror's failure to contract may be recovered from the successful Offeror.

17. **OPPORTUNITY TO PROTEST:** The Purchasing Officer 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 you fail to comply with any of these requirements, the Purchasing Officer may dismiss your complaint or protest.

A. **Prior to Offer Due Date:** If you are a prospective Offeror and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Due Date for receipt of Offers, you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer Due Date.

B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:

i. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
ii. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated above.
iii. You must submit your protest in writing and must include the following information:
(1) your name, address, telephone, and fax number;
(2) the solicitation number and the CIP number, if applicable;
(3) a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
iv. Your protest must be concise and presented logically and factually to help with the City's review.
v. When the City receives a timely written protest, the Purchasing Officer will determine whether the grounds for your protest are sufficient. If the Purchasing Officer decides that the grounds are sufficient, the Purchasing Office will schedule a protest hearing, usually within five (5) working days. If the Purchasing Officer determines that your grounds are insufficient, the City will notify you of that decision in writing.
vi. The protest hearing is informal and is not subject to the Open Meetings Act. The purpose of the hearing is to give you a chance to present your case, it is not an adversarial proceeding. Those who may attend from the City are: representatives from the department that requested the purchase, the Department of Law, the Purchasing Office, and other appropriate City staff. You may bring a representative or anyone else that will present information to support the factual grounds for your protest with you to the hearing.
vii. A decision will usually be made within fifteen (15) calendar days after the hearing.
viii. The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
ix. 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 Purchasing Officer determines that:

(1) the City urgently requires the supplies or services to be purchased, or
(2) 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.

18. **POST OFFER DOCUMENTS REQUIRED FROM SUCCESSFUL OFFEROR:**

A. **Letters of Intent:** When a MBE/WBE Compliance Plan is required, the successful Offeror must submit to the Purchasing Officer the Letters of Intent to subcontract required by the Compliance Plan within three (3) business days after notification. Failure to submit the required letters will be grounds for rejection of the Offer.

B. **Certificates of Insurance:** When insurance is required, the Offeror must provide proof of coverage prior to execution of a Contract. The Offeror shall provide Certificates of Insurance in the amounts and for the coverages required to the Purchasing Office within 14 calendar days after written request from the City (See also "Insurance" in Section 0400, Supplement Purchase Provisions, of the Solicitation).

C. **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.

D. **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 an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

http://www.austintexas.gov/department/conflict-interest-questionnaire

There are statutory penalties for failure to comply with Chapter 176.