



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

SOLICITATION NO: EAD0120

DATE ISSUED: 12/8/14

REQUISITION NO.: 14111200054

COMMODITY CODE: 95243

COMMODITY/SERVICE DESCRIPTION: Operation of Juvenile Justice Service Youth Program – Restore Rundberg

NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME AND DATE: 12/16/14, 1 PM – 2 PM

LOCATION: RBJ Building – 15 Waller Street, Austin, TX 78702
3rd Floor Conference Room. If you wish to call in, please call 512-974-9300, conferee code: 411020 confirmation code: 2709

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

Erin D'Vincent
Senior Buyer Specialist

Phone: (512) 972-4017

E-Mail: Erin.DVincent@austintexas.gov

PROPOSAL DUE PRIOR TO: 1/14/15 @ 11 AM

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

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Street Address for Hand Delivery or Courier Service
City of Austin, Municipal Building
Purchasing Office – RFP EAD0120 Response
124 W 8 th Street, Rm 310
Austin, Texas 78701
Reception Phone: (512) 974-2500

To ensure prompt delivery, all packages SHALL BE CLEARLY MARKED ON THE OUTSIDE “Purchasing Office-Response Enclosed” along with the offeror’s name & address, solicitation number and due date and time. See Section 0200 Solicitation Instructions for more details.

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

SUBMIT 1 ORIGINAL PAPER COPY AND 6 ELECTRONIC COPIES IN PDF FORMAT ON A FLASH DRIVE OF YOUR RESPONSE

*****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	5
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
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 1	Geographic Boundaries	1
Attachment 2	Budget Detail Worksheet – MANDATORY TO BE CONSIDERED RESPONSIVE	3

*** 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: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email 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 _____

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: _____

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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 erin.dvincent@austintexas.gov no later than noon on Wednesday, December 17th.

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

Contractor shall have, and shall require all Subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by Contractor and/or Subcontractor(s), Supplemental Insurance Requirements or Alternate Insurance Options shall be imposed as follows:

I - General Requirements Applicable to All Contractors' Insurance - The following requirements (A-J) 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):

- 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

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the responsibility or liability of the Contractor or Subcontractor(s).

- K. The City will accept endorsements providing equivalent coverage if the insurance carrier does not use the specific endorsements indicated below.

II. Specific Requirements - The following requirements (II.A - II.D, inclusive) apply to the 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):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are:
 - \$100,000 bodily injury each accident
 - \$100,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of City of Austin:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits: \$500,000* combined single limit per occurrence for coverage A and B.
*Supplemental Insurance Requirement - If eldercare, childcare, or housing for clients is provided, the required limits shall be: \$ 1,000,000 per occurrence
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket Contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
3. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. City of Austin named as additional insured (Form CG 2010)
4. If care of a child is provided outside the presence of a legal guardian or parent, the Contractor shall provide coverage for sexual abuse and molestation for a minimum limit of \$500,000 per occurrence.

- C. The policy shall be endorsed to cover injury to a child while the child is in the care of the Contractor or Subcontractor.

D. Business Automobile Liability Insurance

1. Minimum limits: \$500,000 combined single limit per occurrence
 - a. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence.
 - b. If no transportation services of any type are provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of: \$100,000/\$300,000/\$100,000 may be provided in lieu of Business Automobile Liability Insurance.
2. The Policy shall also include the following endorsements or endorsements providing equivalent coverage in favor of City of Austin:
 - a. Waiver of Subrogation (Form TE 2046A)

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- b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
- c. City of Austin named as additional insured (Form TE 9901B)

Professional Liability Insurance

Coverage shall be provided with a minimum limit of \$500,000 per claim to cover negligent acts, errors, or omissions arising out of Professional Services under this Contract.

Blanket Crime Policy Insurance

A Blanket Crime Policy shall be required with limits equal to or greater than the sum of all Contract Funds allocated by the City. Acceptance of alternative limits shall be approved by Risk Management.

Directors and Officers Insurance

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

Property Insurance

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

3. **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	Austin Police Department
Attn:	A/P
Address	P.O. Box 1629
City, State Zip Code	Austin, TX 78767-1629

- 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.

- 4. **RETAINAGE:** The City will withhold 10 percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the

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Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

5. 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 certify 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>

6. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to undergo 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 background checks will be performed by APD at no cost to the Contractor performed through the Texas Department of Safety and FBI databases.
- C. Contractor should have the background checks performed at least 30 days prior to any onsite work commencement. After award of the contract, Contractor shall contact APD to schedule the appointment. Appointment hours are M – F from 8 AM – 5 PM at APD Headquarters.
- D. Upon approval of the criminal background check, the City will provide each of Contractor's personnel a contractor ID badge. 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.
- E. 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 Contractor's appointment. 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.
- F. ID badges to work 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.

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7. **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.
8. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
 - B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
 - C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
9. **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:

Kyran Fitzgerald

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Kyran.Fitzgerald@austintexas.gov

(512) 974-5033

*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.

City of Austin
Scope of Work
Request for Proposal
Operation of Juvenile Justice Services Youth Program

1.0 PURPOSE

The City of Austin Police Department, hereinafter referred to as APD, has allocated \$128,000 in grant funding and is requesting proposals from non-profit 501(C) 3 and faith-based organizations experienced in the operation of no-fee programs to at-risk middle school level youth who reside in and/or attend school within the Restore Rundberg target area. Geographic boundaries of the program's target area are provided as Attachment A. The University's juvenile justice recommendations are detailed in Attachment B and shall be used in preparing a response to this RFP.

The successful proposer shall offer programming between as early as May 2015 through December 2016 for a minimum of two (2) semesters (semester includes spring (January – May), summer (June - July), and fall (August – December). Program shall be delivered at a clean, safe, environment in a maintained facility, designed in a manner to support positive growth for youth and provide a variety of opportunities through both recreational and educational activities. These activities shall serve as options to prevent youth from engaging in criminal/violent activity. The successful proposer may offer programming 1) in class, 2) after school, and/or 3) in the summer, during the day and/or evening hours. The successful proposer shall collaborate with at least one appropriately sized facility in the target area to carry out services under this scope of work. Services may be school-based, community-based, or a combination of the two.

2.0 BACKGROUND

In September 2012, APD received a grant award from the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance to plan and implement a Byrne Criminal Justice Innovation (BCJI) Program. BCJI is a part of the Obama Administration's larger Neighborhood Revitalization Initiative that helps communities develop place-based, community-oriented strategies with coordinated federal support to change neighborhoods of distress into neighborhoods of opportunity.

Austin's BCJI program is called Restore Rundberg. The goals of Restore Rundberg are to improve public safety, to address social impacts (such as physical disorder, social economic status and resources, and collective efficacy), and to ensure the long-term planning and implementation of revitalization strategies within the Rundberg neighborhood. Please visit the City website www.austintexas.gov/department/restorerundberg for general program information.

APD partnered with The University of Texas at Austin, to complete an area-wide assessment, which resulted in the recommendation that grant funds be set aside for juvenile justice programs. The entire report is available at the following link with pages 19 – 31 describing Juvenile Justice.
http://www.austintexas.gov/sites/default/files/files/Police/RestoreRundberg/Restore_Rundberg_Implementation_Plan_and_Research_Report_03052014.pdf

3.0 CITY RESPONSIBILITIES

- 3.1 The City will review monthly programmatic reporting documentation submitted by the Contractor and will determine whether reports comply with the terms as set forth under this scope of work. The City will request revisions as needed.

- 3.2 The City has the right to review and approve any expenses before they occur.
- 3.3 The City will issue payment to the Contractor on a reimbursement basis only.
- 3.4 The City will inspect any sites that youth are present at on a quarterly basis.
- 3.5 The City will provide the Contractor the primary City point of contact for the duration of the contract.

4.0 CONTRACTOR RESPONSIBILITIES

- 4.1 The Contractor shall complete all programming activities in the Restore Rundberg target area at a site approved by the City.
- 4.2 Commencing upon contract award, the Contractor shall attend monthly community meetings every 4th Thursday for the duration of the contract period with Restore Rundberg key personnel. The meetings, open to the public, will typically take place 7:00 – 8:30 p.m. within the Rundberg area.
- 4.3 The Contractor shall submit monthly progress reports to the APD Grants Manager no later than the 10th business day following the end of the month. The Contractor shall revise progress reports upon APD request and resubmit to the APD Grants Manager within five (5) business days of request. Progress reports shall include performance measures data and outcomes and relevant narrative and media.
- 4.4 The Contractor shall attend monthly meetings with the APD Grants Manager (or designee) and The University of Texas at Austin School of Social Work designee. The meeting schedule will be determined post-award.
- 4.5 Contractor shall incur all program expenditures prior to requesting reimbursement and shall provide the City with supporting documentation for all reimbursable items included in monthly invoices.
- 4.6 The Contractor shall be familiar and comply with all applicable rules and regulations of Federal, State, and Local governing entities, including the Americans with Disabilities Act (ADA).
- 4.7 The Contractor shall agree to have a criminal background check performed by APD Central Records Division on every employee or volunteer whose duties place him or her in contact with children under eighteen (18) years of age. Contractor shall not assign or allow any employee or volunteer to be in direct contact with children if the employee or volunteer would be barred from contact with children under the rules established for child care facilities by the Texas Department of Family and Protective Services.
- 4.8 The Contractor shall provide the City with one point of contact for the duration of the contract that has the authority to discuss and change services if necessary under the scope of work.
- 4.9 Contractor shall provide all required personnel and operate the program utilizing staffing, management, and any other position identified by the Contractor as consistent with an operation involving minor age youth.
- 4.10 The Contractor shall be responsible for, hiring, training, and supervising a staff of employees to assist in the performance of this scope of work.

- 4.11 The Contractor shall employ a number of people sufficient to meet program needs and requirements.
- 4.12 Contractor shall prepare, maintain, and preserve complete and accurate books, records, files, and accounts of each funded activity under the resulting contract. Contractor shall maintain separate contract records, independent of records not related to this contract, which shall include business, financial, and all related activities and transactions in the performance of the awarded contract. Records shall be accessible to the City within (10) ten business days of request so the City can be prepared for any potential federal audit. Contractor shall retain these records at least (3) three years after grant project ends. Ending date will be communicated to the Contractor by APD Program Manager.
- 4.13 Contractor shall enter all program-specific data and anecdotal information (relevant narrative descriptions of activities) into an electronic spreadsheet to be provided by APD Grant Manager at the contract kickoff meeting. The Contractor shall submit an updated spreadsheet to the APD Grant Manager via email (COAGrants@austintexas.gov) by the 10th day of each month for the duration of the contract period.
- 4.14 Contractor shall receive, log, and report any issues APD Region II Commander within 24 hours via email.
- 4.15 Contractor shall collaborate with APD Grants Manager and Restore Rundberg staff in the development and implementation of the community communication plan for the recruitment of program participants. Activities shall include at minimum: established activity schedule and implementation schedule.
- 4.16 Contractor shall acquire and own all equipment and consumable supplies necessary for the performance of this scope of work. Contractor shall be responsible for the maintenance and replacement of any equipment.
- 4.17 All tools, supplies, recreational equipment and electronics shall be clean, in proper working order, and shall be checked by the Contractor daily for safety prior to use.
- 4.18 If the program proposed requires any licenses, permits, or certifications, the Contractor shall obtain and provide to the City all necessary licenses, permits, or certifications required to perform services outlined in the scope of work. Contractor shall take all precautions necessary to protect persons and property from injury or damage. Contractor shall be responsible for any injury to itself, its employees, or others, as well as for any damage to personal or public property that occurs during the performance of a resultant contract that is caused by Contractor or Contractor's employees' fault or negligence. Before services start, Contractor shall provide the Contract Manager a waiver for participating child's parents to sign. The waiver shall be reviewed and approved in advance by the City's Legal Department
- 4.19 Contractor performance shall be consistent and fully compliant with all applicable federal, state, county and city health, safety, and environmental laws, ordinances, rules and regulations in performance of services under this scope of work. Contractor shall be qualified and trained to do the work and services outlined.

5.0 CONTRACTOR MINIMUM QUALIFICATIONS

- 5.1 The Contractor shall have a minimum of two years (2) and/or six (6) semesters (semester includes spring, summer, and fall) of experience in the operation of youth programs.
- 5.2 The Contractor shall have a minimum one year (1) (three (3) semesters) experience operating youth programs of a similar size and scope within the geographic boundaries of the grant target area (Attachment A).
- 5.3 The Contractor shall demonstrate a history of performance in the implementation of youth programs of a similar size and scope. Any relevant performance measures and statistical data shall be provided.
- 5.4 Contractor shall be a nonprofit corporation with an IRS 501(c)(3) designation or equivalent and submit with their proposal.
- 5.5 Contractor should be in good standing from the Texas Comptroller.
- 5.6 Contractor shall be current on their submission of its annual IRS 990 or equivalent tax return and if requested, provide to the City upon request.
- 5.7 Contractor shall be current on payment of Federal and State payroll taxes and all taxes due to the City.

6.0 DELIVERABLES AND MILESTONES

Deliverables / Milestones	Description of Contractor's Responsibilities	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Provide programmatic reporting documentation	<ul style="list-style-type: none"> Generate report summarizing programming expenses during the month. Respond to report revisions as needed. 	Monthly	City approval of report format and content	3.1
Assist City with inspection of Contractor facility where youth are present	<ul style="list-style-type: none"> Contractor expected to walk-through facility with City staff to identify and document unsafe conditions and/or acts 	Quarterly	City of Austin Code	3.4
Attend community meetings	<ul style="list-style-type: none"> Attend meetings every 4th Thursday with expectation of juvenile programming questions from Restore Rundberg key personnel and/or community members 	Monthly	Schedule to be provided by City post-award	4.2
Provide progress report Provide program-specific data and anecdotal	<ul style="list-style-type: none"> Reports shall include performance measures data and outcomes, and relevant narrative and media. Spreadsheet will be provided by the City at the kickoff meeting 	Monthly	City approval of report format and content	4.3 4.13

information	<ul style="list-style-type: none"> Updated spreadsheet shall be submitted to APD Grants Manager by 10th date of each month. 			
Attend meetings with City and UT staff	<ul style="list-style-type: none"> 1 to 2 hour monthly meetings to review activities, measures, challenges, programming changes, and other items. 	Monthly	Schedule to be provided by City post-award	4.4
Provide reimbursement requests through invoices	<ul style="list-style-type: none"> Reimbursement of program expenditures shall be requested through the submittal of invoices Deviations from budget require written authorization from the City prior to the obligation of funds. 	Monthly	City approval of report format and content	4.5
Provide City with point of contact for duration of contract	<ul style="list-style-type: none"> Provide City with one point of contact for the duration of the contract with the authority to discuss and change services if necessary. 	Date of contract execution	City approval	4.8
Collaborate with City and Restore Rundberg staff to develop and implement a community communication plan	<ul style="list-style-type: none"> Develop a plan to ensure community members have input in the plan for the recruitment of program participants and any needed volunteers. 	1 week after contract signed	City approval of plan and implementation	4.15
Provide equipment and supplies needed for services	<ul style="list-style-type: none"> Second walk through may be required. Site visit(s) may include inspection of grant-funded equipment and supplies 	1 month after contract signed	Delivery and installation of adequate equipment	4.16
Develop and implement participation waiver form	<ul style="list-style-type: none"> Develop waiver form for child's parent/guardian to sign authorizing participation in Contractor services. The use of an existing school district form or template is recommended. 	1 month after contract signed	City approval of format and content	4.19

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1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. **The original paper copy of the proposal shall be on standard 8 ½" X 11" double sided paper, unbound, with no staples or paperclips. Six separate electronic copies of the exact original proposal on a flash drive in PDF format must also be submitted in the same envelope with the original proposal clearly marked. The CD's or flash drives will not be returned.** The proposal itself shall have a table of contents, use tabs to divide each part of the original paper copy of the proposal, and be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization
- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal. Outline your plan and clearly identify start and completion dates for each component of the operation, equipment, employee training, and customer service procedures and policies.
- C. **Part III - Program**: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
- 1) Provide a list of equipment to be used.
 - 2) Include copies of any current permits, licenses, and certifications required to operate your program.
 - 3) A description of your program. Detail the steps, equipment, personnel, tasks, and any other information in proceeding with the execution of services for each Operational Area proposed, as outlined in each Operational Area section of the Scope of Work:

The Program Plan should be organized as follows:

- 3.1 Section 1 Program components and implementation plan
- 3.2 Section 2 Methods for youth outreach
- 3.3 Section 3 Methods for communicating with APD Grants Manager
- 3.4 Section 4 Methods for tracking participants and their successes
- 3.5 Section 5 Methods for evaluating the program's effectiveness
- 3.6 Section 6 Methods for providing financial reporting
- 3.7 Section 7 Detailed description of the program budget required to perform the services. All costs, such as staffing, travel, printing and equipment must be included in the program budget. **All indirect costs must be identified and fully described in budget category H.**

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- 4) Provide details on how each function/task will be executed.
 - 5) Describe any foreseen project issues and your approach in addressing those issues.
 - 6) Reference issues seen on similar scoped projects, and the overall approach to mitigate those and other issues.
 - 7) Describe your organizations methods to successfully complete the work; your understanding of the techniques and sequencing required; and how your company will interface with the City's appointed representative.
 - 8) Provide any other information that you feel demonstrates your organization fully understands of the requirements of the Scope of Work.
 - 9) Statement giving (or declining to give) the City of Austin permission to publicly post the abstract
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project 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 internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2004. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- i. Letters of support from AISD administration or the head of the local facility that will be used for the duration of the project.
 - ii. Letter(s) of support from previous or current project partners.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.
- i. Provide all resumes.
 - ii. Provide the number of staff and supervisors who will be on site during operating hours.
 - iii. Describe staff training certifications to include courses and frequency of training in customer services and safety procedures.
 - iv. Provide description of employee's specific duties, staff/supervisors assignments. Include a list of job titles, job descriptions/responsibilities, and wages for all proposed staff.
- G. **Part VII - 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

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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 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.

H. Part VIII - 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.
- 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 a Respondent 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 Respondent 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>

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- I. **Part IX - 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
- J. **Part X - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer 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.
- K. **Part XI - 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.
- L. **Part XII - Cost Proposal:** Cost shall be provided on Attachment 2, Budget Detail Worksheet. Proposals that do not include a completed Attachment 2 will not be evaluated.

2. **EXCEPTIONS:**

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

3. **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 Proposer.

4. **EVALUATION FACTORS AND AWARD**

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. 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.

B. **Evaluation Factors:**

- i. 100 points.

- (1) System Concept, Solutions Proposed, and Understanding of City Requirements (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation.) – **40 points**
- (2) Demonstrated Applicable Experience & Personnel – **20 points**
- (3) Total Evaluated Cost (shall be submitted on Attachment 2, Budget Detail Worksheet in order to be evaluated) – **20 points**
- (4) Equipment/Facilities – **5 points**

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(5) Evidence of Good Organization and Management Practices – **5 points**

(6) LOCAL BUSINESS PRESENCE – **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

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. The City will score proposals based on the items listed above. The City may select a “short list” of Proposers based on those scores. Short listed Proposers may be invited for interviews with the City. The City reserves the right to rescore short listed proposals as a result of the interviews and to make an award recommendation on that basis. The City reserves the right to inspect all facilities proposed by the Proposers on the short list. The City reserves the right to negotiate the actual contract scope of work and cost after submission. Maximum 25 points.