



CALL FOR PROPOSALS

COLD WEATHER SHELTER REIMBURSEMENT PROGRAM

1. Overview

The City of Temple ("City") is accepting proposals from nonprofit organizations interested in operating an emergency warming shelter during cold-weather events. This City will select one organization to receive up to \$30,000 in reimbursement for eligible expenses incurred directly related to shelter activation.

2. Eligible Applicants

To qualify, an organization must:

- Be a nonprofit
- Have a physical location within the Temple city limits,
- Have and maintain a fully operational fire suppression system in compliance with local regulations, and
- Have prior experience providing emergency sheltering or related community services.

3. Shelter Purpose & Activation

The warming shelter may be activated when cold-weather conditions or emergencies warrant, such as:

- National Weather Service hard freeze or wind-chill warning,
- Temperatures of 35°F or lower,
- Local disaster declaration, or
- Other emergency conditions identified by the City.

4. Eligible Reimbursable Costs

The selected organization may be reimbursed only for expenses directly related to shelter activation. All costs must be supported by receipts and proof of payment. Eligible costs include, but are not limited to, the following:

Personnel

- Staff wages including overnight supervision and intake staff
- Volunteer coordination
- Emergency overtime
- Required training (shelter operations, de-escalation, safety)

Shelter Supplies

- Mats, cots, blankets, pillows
- Hygiene items
- Cleaning supplies
- Disposable plates, cups, utensils

Food & Beverage

- Simple meals or snacks
- Water, coffee, tea
- Serving or food-safe storage items

Facility & Safety

- Utilities (gas, electricity, water)
- Temporary equipment rentals
- Custodial supplies
- Minor facility repairs due to activation
- First aid supplies
- Personal protective equipment (PPE)
- Security or emergency protocol costs

5. Proposal Submission

Submit all required forms to purchasing@templetx.gov no later than 5:00 p.m. on October 28, 2026.

Required forms:

1. Proposer Information Form
2. Questionnaire
3. Conflict of Interest Questionnaire

6. Evaluation Criteria

Proposals will be evaluated based on the following factors:

Criteria	Points
Organizational capacity including mission alignment and history serving vulnerable populations.	20
Readiness and response capabilities including the ability to mobilize quickly and have adequate staffing.	25
Safety procedures and compliance including safety standards, training, insurance, background checks.	20
Budget and cost information including a clear, realistic, and reasonable cost structure.	25
References including past performance and reliability.	10

7. Award & Agreement

The City will select the proposal that best demonstrates the ability to meet community needs and operate an effective warming shelter. The selected organization will enter into a *Community Enhancement Grant Agreement* with the City.



PROPOSER INFORMATION FORM

1. Company Information

Company Name: _____

Business Address: _____

Remit-to Address, if different: _____

Tax Identification Number: _____

Contact Person: _____

Phone: _____

Email: _____

2. Authorized Personnel

State your firm's personnel authorized to give representations regarding your proposal or executing a contract, if any:

<i>Name</i>	<i>Title</i>	<i>Phone Number</i>	<i>Email Address</i>
_____	_____	_____	_____
_____	_____	_____	_____

3. Agreement

The successful Proposer shall be able to execute the attached *Community Enhancement Grant Agreement* and be able to comply with the insurance requirements as stated within the contract. Please confirm your ability to execute this contract.

_____ (initial to confirm)

4. Authorization

Authorized Signature: _____

Print Name: _____

Title: _____ Date: _____



QUESTIONNAIRE

1. Organization Information

- a. Briefly describe your organization's mission and relevant experience providing emergency sheltering, crisis response, or related services.
- b. Provide the number of available staff for emergency activation.
- c. Are staff trained in de-escalation or emergency response? If yes, describe.

2. Capacity & Readiness

- a. Describe your organization's ability to activate a warming shelter on short notice.
- b. Estimated time required to mobilize staff and open a shelter after activation notice.
- c. Provide staffing levels, roles, and qualifications for shelter operations.
- d. Describe your volunteer plan, if applicable.
- e. List any relevant training or certifications (e.g., de-escalation, emergency response, trauma-informed care).

3. Operational Plan

- a. Describe your guest intake and exit procedures.
- b. Outline your safety and behavioral standards for shelter operations.
- c. Explain your conflict resolution and de-escalation strategies.
- d. Describe your approach to serving vulnerable populations (e.g., medically fragile individuals, seniors, people with behavioral health needs).

4. Emergency Response & Risk Management

- a. State your proposed cost per activation or per day of operations.
- b. Provide a breakdown of anticipated costs (personnel, supplies, services, indirect costs, etc.).
- c. List any other funding sources or in-kind contributions that support your shelter operations.
- d. Provide proof of insurance or a statement confirming your ability to meet insurance requirements.

5. Budget & Cost Structure

- a. State your proposed cost per activation or per day of operations.
- b. Provide a breakdown of anticipated costs (personnel, supplies, services, indirect costs, etc.).
- c. List any other funding sources or in-kind contributions that support your shelter operations.

6. Experience & References

- a. Summarize your experience delivering similar programs or emergency shelter services.
- b. Provide two references familiar with your sheltering or emergency response work:

Organization:
Contact Person Name/Title:
Phone:
Email:

Organization:
Contact Person Name/Title:
Phone:
Email:

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Name of signatory

Signature

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

SAMPLE AGREEMENT

COMMUNITY ENHANCEMENT GRANT AGREEMENT

This Community Enhancement Grant Agreement (the "Agreement") is entered into by and between _____ (the "Grantee") and the City of Temple, Texas, a home rule city in Bell County, Texas (the "City"). _____ and the City are each referred to herein as a "Party" and collectively referred to herein as the "Parties."

RECITALS

Whereas, Grantee is a 501 (c)(3) organization that seeks to partner with the City to provide a warming shelter during exceptionally cold nights;

Whereas, the purpose of Community Enhancement Grants is to provide funding to a competitively selected Grantee for the administration of programs and activities that achieve a substantive impact on the Temple community consistent with the goals and objectives outlined in the City's Strategic Plan and/or Community Development Consolidated Plan;

Whereas, the Grantee must achieve a public purpose by providing services to the public that the City could provide but chooses to deliver through a non-profit entity;

Whereas, Grantee must demonstrate through a complete application, reviewed by a committee established by the City Manager, that it will adhere to the requirements outlined in the Temple Community Partnership Program; and

Whereas, Grantee has demonstrated that its programs or services achieve a public purpose, are in line with the City's Strategic Plan or Community Development Consolidated Plan, and that it has submitted a complete application and demonstrated the ability to adhere to the requirements outlined in the Temple Community Partnership Program.

AGREEMENT

NOW, THEREFORE, in consideration of the agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. TERM

The term (the "Term") of this Agreement begins on _____, 2026 and ends on _____, 2027.

2. GRANTEE'S OBLIGATIONS

(a) Grantee has specifically requested funds (the "Grant Funds") for Grantee's operation of a Warming Shelter during inclement weather during the winter of 2026-2027. The shelter will open for overnight shelter between 6:00 p.m. and 8:00 a.m. if the forecasted temperature or wind-chill is at or below 35 degrees, regardless of precipitation. Guests at the shelter will be provided with a cot, food, and drinks. No pets will be allowed.

(b) Payment of Grant Funds pursuant to this Agreement will be paid on a reimbursement basis. The Grantee will submit a fund disbursement request along with supporting documentation for amounts to be reimbursed. Disbursements will be made a maximum of one time per month.

(c) Grantee will execute this Agreement within 30 days of receipt of the Agreement by Grantee. If the Agreement is not executed within 30 days of receipt, the City will be under no obligation to provide the Grant Funds.

(d) Grantee must provide to City, not later than December 31, 2027:

- (1) a final report and relevant records detailing the expenditure of the Grant Funds;
- (2) a financial statement in a form acceptable to the City; and
- (3) all other relevant records, reports, forms and/or documents requested by the City.

(e) All required final reports, financial statements, and relevant records should be submitted to the Housing & Community Services Director, 101 North Main Street, Temple, Texas, 76501.

(f) Grantee must retain all documents and relevant material(s) for three (3) years from the termination of this Agreement and will make all records and documents relevant to this Agreement available for inspection at the request of the City.

(g) Grantee, its officers, directors, agents, employees, and subcontractors will abide by and comply with all laws, federal, state, and local, including all ordinances, rules, and regulations of the City of Temple. If the City notifies Grantee of any violations of this subsection on the part of Grantee or any of its officers, directors, agents, servants, employees, invitees, or subcontractors, then Grantee will immediately desist from and correct such violations.

(h) Grantee will cooperate with the City regarding the City's monitoring of Grantee's compliance with the terms of this Agreement. The City will have access at all reasonable hours to offices and records of Grantee, its officers, directors, agents, employees, and subcontractors, for the purpose of monitoring compliance with this Agreement.

3. CITY'S OBLIGATIONS

(a) The City will disburse the Grant Funds pursuant to this Agreement and in compliance with the provisions outlined in this Agreement. The total amount of Grant Funds to be disbursed by City to Grantee is a not to exceed amount of \$30,000. Grant Funds will be disbursed on a reimbursement basis upon submission of a fund disbursement request along with supporting documentation. Disbursements will be made a maximum of one time per month.

(b) The City will monitor use of the Grant Funds to ensure expenditure of the funds is in compliance with this Agreement and in furtherance of a public purpose.

(c) The City will retain all documents and relevant materials in accordance with state law and in compliance with the City's records retention policy.

(d) The City will act through its agent, Brynn Myers, City Manager, for the City of Temple, Texas or her duly authorized representative, unless otherwise stated in this Agreement.

4. NONCOMPLIANCE

(a) The City may suspend or terminate this Agreement, in whole or in part, if Grantee materially fails to comply with any term of this Agreement, or with any of the rules, regulations, laws, codes, requirements or provisions referred to herein. If Grantee is noncompliant, then the City may declare Grantee ineligible for any further participation in the City's agreements; and, the City may withhold payment or reimbursement of funds until such time as Grantee is found to be in compliance by the City or is otherwise adjudicated to be in compliance with this Agreement. If Grant Funds have already been released to Grantee when Grantee is found to be in noncompliance, the City may demand repayment of the Grant Funds with written notice to Grantee. Grantee must repay to the City all Grant Funds requested in the written notice within 30 calendar days of receipt of the notice by Grantee.

(b) Except as set forth in Section 4(a), before a Party to this Agreement may pursue any remedies available herein for breach, the Party alleging non-compliance must inform the Party that is alleged to have failed to perform its obligations under this Agreement, in writing, of the failure, and demand performance. No breach of this Agreement may be found to have occurred if performance is commenced within 60 days of receipt of such written notice, and such performance is diligently prosecuted thereafter so that compliance is attained within a commercially reasonable time thereafter.

(c) Except as set forth in Section 4(a), in an event of default by any Party beyond the applicable notice and cure period, the non-defaulting Party may (i) terminate this Agreement by the delivery of written notice to the defaulting Party, and/or (ii) pursue any remedies available to it at law or in equity (excluding, however, specific performance).

5. CERTIFICATIONS

Grantee certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official or agent of the City.

6. MISCELLANEOUS

(a) **Section Headings.** Section headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

(b) **Venue and Choice of Law.** Texas law shall govern the interpretation of this Agreement and all disputes hereunder. The Agreement is to be performed in Bell County, Texas,

and venue for any dispute between the parties shall be fixed in Bell County, Texas or federal district court for the Western District of Texas.

(c) **Non-Appropriations Clause.** All expenditures by the City to meet its obligations under this Agreement are subject to the City's appropriation of funds for such payments in the budget year in which they are to be made.

(d) **No Waiver of Immunity.** It is understood and agreed that by execution of this Agreement, the City does not waive or surrender any of its governmental powers or immunities.

(e) **Signature Authority.** The persons executing this Agreement are authorized to sign this Agreement on behalf of the party for which they sign and have the express power to bind the parties for which they sign.

(f) **Notice.** All notices required to be given under this Agreement shall be given in writing via email and one of the following methods and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the addresses set forth below. Any party may change its address for notices by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address.

Notice to the City of Temple shall be sent to:

City Manager's Office
2 North Main Street, Suite 306
Temple, Texas 76501
bmyers@templetx.gov

With a copy to:

City Attorney's Office
2 North Main Street, Suite 308
Temple, Texas 76501
knuttall@templetx.gov

Notice to Grantee:

(g) **Waiver.** No waiver by either Party of any provision of this Agreement shall be effective unless in writing and such waiver shall not be construed as, or implied to be, a subsequent waiver of that provision or any other provision.

(h) **Assignment.** Grantee will not assign all or any part of its rights, privileges, or duties under this Agreement without the prior written approval of the City Council or the City Manager, as may be appropriate based on the awarded grant amount.

(i) **Indemnity.** Grantee agrees to indemnify and hold harmless and defend the City, its officers, agents, and employees from and against all liability for claims, liens, suits, demands, and/or actions for damages, injuries to person (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees, and reasonable costs arising out of or resulting from Grantee's activities under this Agreement and arising out of or resulting from the intentional acts or negligence of Grantee, its officers, agents, employees, or program participants, including all such causes of action based on common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Grantee, its officers, agents, employees, or invitees, or organizations served. Grantee agrees to waive any and all claims it may have against the City by reason of this indemnification agreement and agrees that any insurance carrier shall not be entitled to subrogation under any circumstances against the City, its officers, and Grantee hereby expressly waives its rights to plead defensively such immunity or exemption as against the City.

(j) **Agreement and Binding Authority.** This Agreement supersedes and constitutes a merger of all prior oral and/or written agreements and understandings of the parties on the subject matter of this Agreement and is binding on the parties and their legal representatives, receivers, executors, successors, agents and assigns.

(k) **Severability.** In the event any provisions of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

(l) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one document.

(m) **Attorney Fees.** In the event the City is required to employ an attorney or to use an attorney currently in its employ to enforce a provision of this Agreement or any part hereof, or is required to commence proceedings at law or in equity to enforce or interpret the provisions hereof, the City shall be entitled to recover reasonable attorney fees from Grantee.

(n) **Independent Contractor.** Grantee will operate as an Independent Contractor and not as an officer, agent, servant, or employee of the City. Grantee will have exclusive control of, and the exclusive right to control, the details of the work and services performed hereunder, and all persons performing the same. However, the scope of work or services must be consistent with the stated purpose in the Grantee's request for funds or application. For the duration of this Agreement, Grantee will be responsible to the City for the acts and omissions of Grantee's officers, directors, authorized agents, servants, and employees, in connection with this Agreement.

(Signature page to follow)

CITY OF TEMPLE, TEXAS

[GRANTEE]

Brynn Myers, City Manager

[Name, Title]

ATTEST:

Jana Lewellen, City Secretary

APPROVED AS TO FORM:

City Attorney's Office