



## Request For Proposals – RFP 5500 SMW3010 V8 (2/22/2021 Add 10)

Description : Redevelopment of the City’s approximately 5.5-acre Ryan Drive Property

**Solicitation Issue Date:** October 8, 2020

**RFP Response Due Date and Time:** March 4, 2021; Prior to 2:00PM CST

eResponse and Hardcopy Offers will be opened one (1) hour after the Offers Due Date and Time

**Pre-Response Meeting : November 6, 2020 at 1:00PM CST. This meeting will be held virtually.**  
**Information to join the meeting will be provided via an Addenda prior to the meeting.**

**Site Visit : To be determined at City's discretion based on health advisories.**

**Authorized contacts:**

Shawn Willett, Deputy Procurement Officer

Phone: (512) 974-2021

E-Mail: [Shawn.Willett@austintexas.gov](mailto:Shawn.Willett@austintexas.gov)

**For questions on the City’s Small Minority and Women-Owned Business Program please contact:**

Jolene Cochran, Senior Business Development Counselor

Phone: (512) 974-7673

E-Mail: [Jolene.Cochran@austintexas.gov](mailto:Jolene.Cochran@austintexas.gov)

**Commodity Codes:**

90657, 90957, 91827, 91889, 92561, 96144, 97163

**Estimated Solicitation Schedule Summary (subject to change)**

Milestone	Date or Timeframe
1. Solicitation Issue Date	October 8, 2020
2. RFP Response Due Date	March 4, 2021
3. Pre-Response Meeting	November 6, 2020
4. Site Visit	To be determined at City's discretion based on health advisories
5. Deadline for Questions and Answers	January 28, 2021
6. Interviews/Presentations	To Be Determined (at City’s discretion)
7. City Council consideration	To Be Determined

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# City of Austin

## Leslie Pool, Council Member District 7

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(512) 978-2107, Fax (512) 978-2117  
[leslie.pool@austintexas.gov](mailto:leslie.pool@austintexas.gov)

October 7, 2020

To all interested parties:

I write today to offer support for the City's proposal to repurpose the 6909 Ryan Drive site, previously a storage site owned by Austin Energy.

The redevelopment process of the site has collected public input from local stakeholders and residents, who have been tremendously involved in this process over the last several years. They have collaborated to create a vision for the site that is conducive to the shared needs of the community. I am grateful for the Ryan Drive Working Group and Crestview Neighborhood Association for their dedication ensuring the success of the redevelopment process.

This project is adjacent to the Capital Metro Crestview Station and Crestview Neighborhood, and is just shy of a block from Lamar Boulevard, a major city corridor road. Through several community engagement opportunities, the community made clear the desire for the site to include affordable housing, especially for teachers of local elementary and middle schools, open parkland space and access to public transit.

The project will expand accessibility for the rapidly growing community but also offer an ideal living situation for residents who want to live in close proximity to the urban area of the city, while still enjoying the amenities that the Crestview Neighborhood offers. The convenience of nearby public transit will make the site's added parkland accessible to many across the community, in addition to creating easy access to local hiking and bike trails, as well as other destinations downtown and along the Capital Metro Red Line.

This redevelopment project is years in the making and would not be at this point without the hard work of city staff, local stakeholders and the community's involvement. I am excited to see the project through its construction and design phases and have it become a desirable community living-space for years to come.

Thank you for your time and consideration of this issuance for the 6909 Ryan Drive Project site.

Sincerely,

Council Member Leslie Pool

## A. INTRODUCTION AND PURPOSE – RFP 5500 SMW3010

The City of Austin, Texas (City), through its Economic Development Department, seeks to sell or lease its 5.5-acre property located at 6909 Ryan Drive adjacent to the Capitol MetroRail Crestview Station. The site was purchased by Austin Energy in 1997 and has been used for industrial storage by Austin Energy, however the City has determined that such industrial use is not optimal at this transit-adjacent location. On January 17, 2013, City Council passed [Resolution No. 20130117-054](#) directing the City Manager to evaluate development options for the Ryan Drive site, including multifamily housing with affordability standards and open space for the community. On April 17, 2014, City Council also passed [Resolution 20140417-049](#) directing the identification of additional City-owned sites that share characteristics with the Ryan Drive site that make them appropriate for multifamily housing with affordability standards, such as proximity to transit, jobs and services, and high-quality public schools. In 2018, a community-led working group was assembled to explore and express the community's objectives for redeveloping the Ryan Drive site (along with an adjacent privately owned site that is *not* offered as part of this Request for Proposals) which resulted in a [Working Group Report](#). On November 1, 2018, City Council passed [Resolution 20181101-024](#) which directed the City Manager to prepare a solicitation for development proposals for the Ryan Drive site. The Economic Development Department then led a community process to refine the development objectives, which produced materials and survey results that can be found at the [City's website for 6909 Ryan Drive](#).

The City is seeking proposals from real estate developers and development teams (collectively a “Proposer”) that are consistent with Austin’s values and address the identified goals for the Ryan Drive site. This Request for Proposals (RFP) is designed to harness the creativity of the market to provide significant community benefits while also improving the City’s financial position. While the site can be developed for a variety of commercial and residential uses, policy goals for the site envision:

- A mixed-income housing development with at least 300 total housing units, of which not fewer than half (50%) shall be affordable to households earning at or below 80% of the Area Median Family Income (MFI) for ownership units and 60% MFI for rental units, consistent with the City’s [Affordability Unlocked Program](#);
- At least 1.25 acres of open space for recreation and congregation;
- At least 7,000 square feet of interior space for community retail, creative users, and/or community organizations and events; and

- Access improvements to the Crestview MetroRail Station through the Property, including pedestrian and bicycle paths and a transit plaza.

The site’s size should allow for accommodation of the specifications listed above as well as other potential uses. Critically, the City requires a minimum compensation amount of \$2,884,903 to compensate Austin Energy for its initial property acquisition cost.

The successful Proposer which is approved by the City Council and the City will then negotiate, in good faith, terms for the parties to move forward and will clarify respective roles and responsibilities including pre-development activities and budgets, as well as key terms and conditions of the sale or ground lease of the property and related development and financial considerations. Certain City requirements regarding construction projects will apply, such as the minority-owned and women-owned business enterprise procurement program, construction of buildings, and Third-Party agreements, which include paying prevailing wage and ensuring worker safety and project sustainability. City of Austin staff expects to recommend a Proposer for exclusive negotiations to the Austin City Council in mid-2021.

The process and factors used for the evaluation of developer proposals are further described in the Required Proposal Submittals, Section D, of this solicitation package. The City will make information regarding this solicitation available to prospective Proposers through the [Austin Finance Online website](#).

Solicitation Summary	
Objective:	<p>The City of Austin seeks proposals to redevelop City-owned property through a sale or ground lease. The City expects to:</p> <ul style="list-style-type: none"> <li>• Explore innovative development proposals that increase the area’s supply of mixed-income housing, open space, and community uses.</li> <li>• Develop the site in a manner that supports Austin’s values of sustainability, innovation, and inclusion.</li> <li>• Maximize value to the City and its taxpayers through cash and/or in-kind contributions.</li> </ul>
Site:	6909 Ryan Drive, representing 5.5 acres of developable property.
Program:	The City is seeking the highest value that creates a new mixed-income multifamily development of at least 300 units with affordable housing (50% or more of the units), enhanced open space of

	<p>at least 1.25 acres, interior commercial/community space of at least 7,000 square feet, and access improvements to the Crestview MetroRail Station, among other community benefits.</p>
<p>Approach:</p>	<p>Proposer to do one of the following:</p> <ul style="list-style-type: none"> <li>• Purchase the property at maximum value that addresses City policy goals and community priorities.</li> <li>• Lease the property either through a fully capitalized ground lease or ground lease with ongoing payments.</li> <li>• Develop a unique transaction structure which provides maximum value to the City in the form of sale or ground lease revenue, affordable housing, and other in-kind benefits, or a hybrid of the two.</li> </ul> <p>In all cases, Proposer shall:</p> <ul style="list-style-type: none"> <li>• Offer land purchase, lease, or other compensation in an amount not less than \$2,884,903.</li> <li>• Lead all regulatory processes including, but not limited to: site plan and building permits and attainment of a Certificate of Occupancy; however, the City may initiate any zoning changes if required for the selected development concept.</li> </ul>
<p>Selection:</p>	<p>Based on evaluation factors listed, a multi-disciplined evaluation panel will make recommendation(s) to Austin City Council for selection.</p>

## B. OVERVIEW OF THE PROPERTY – RFP 5500 SMW3010

The Ryan Drive site is located at the intersection of Ryan Drive and Justin Lane, and represents a 5.5-acre parcel currently used for storage by Austin Energy. The City Council and Austin Energy have determined that the site is not an appropriate location for a formerly planned electrical substation and the current industrial storage activity represent an underutilization of the site, given its location adjacent to major transit facilities and active and vibrant commercial and neighborhood areas. The Ryan Drive site is zoned TOD-NP and designated as TOD Mixed Use in the [Regulating Plan for the Lamar Blvd./Justin Lane TOD](#) which supersedes other zoning and directly controls site massing, heights, and development requirements. The site is within the Crestview Neighborhood Planning Area, but also very proximate to the Brentwood and Highland Neighborhood Planning Areas.

The Ryan Drive site is located at the approximate midpoint between downtown Austin and the Parmer Lane employment center, roughly five miles to the south and north respectively. Downtown Austin features a large and growing base of employment including the State of Texas Capitol complex, a large and growing base of technology and professional services employers, and a thriving tourism and entertainment industry. The Parmer Lane area is home to major employers such as Apple, Dell, General Motors, Samsung, and 3M. The site is also within a few miles of the University of Texas at Austin's main campus (just north of downtown) and the Mueller Airport redevelopment, a 700-acre mixed-use urban village in the heart of the City with 6,200 new residential units (1,550 affordable) and 4.5 million square feet of commercial space.

Capitol Metro operates the MetroRail Red Line commuter rail system that currently runs between Downtown Austin and the City of Leander to the northwest. The Crestview Station, immediately adjacent to the Ryan Drive site, is four stations north of Downtown Austin, with [travel times](#) of roughly 20 minutes to and from the Downtown station with some variation depending on the time of departure. The Ryan Drive property's northeastern edge is defined by the rail right-of-way, and the Crestview Station platform is aligned with the Ryan Drive site, though not currently accessible due to fencing and a lack of pathways through the Ryan Drive site. As a result, community members to the south and west of the site and rail line must walk a long, circuitous, and unpleasant route to access the Crestview Station via Justin Lane and the heavily traveled Lamar Boulevard. Lamar Boulevard and Airport Boulevard, which intersect obliquely near the Crestview Station, offer bus service as well, including the 801 MetroRapid line on Lamar Boulevard.

Immediately across the railroad tracks from the Ryan Drive property is Midtown Commons, the transit-oriented development tied to the Crestview MetroRail Station at the intersection of Lamar Boulevard and Airport

Boulevard. The project currently includes 850 multifamily apartments, 459 townhomes, and retail and office space and tenants including personal services, brewpubs, film studios, and restaurants. Additional multifamily housing is under construction in that area as well.

Roughly one mile to the southeast of the Ryan Drive site, the former Highland Mall site is being redeveloped into a higher-density mixed-use complex anchored by Austin Community College and will include approximately 1,250 units, 120 units of affordable housing, 1.25 miles of trails, 800,000 square feet of office space, 150,000 square feet of retail space, and 1.3 million square feet of educational facilities. The Highland Mall redevelopment site is served by the Highland MetroRail station, one station closer to downtown Austin than the Crestview Station adjacent to the Ryan Drive property.

Given these location advantages and the region's thriving economy, the City recognizes the Ryan Drive property's potential for market-driven development. However, it is also critical that the site's development benefit the neighboring community. The Ryan Drive site is considered to be in an area of the City with deficient parkland, and community sentiment strongly supports the inclusion of a significant open space on the site. The city and region also face increasing market pressures on housing prices, and the Ryan Drive site's proximity to transit, jobs and services, and quality schools make it appropriate and attractive for multifamily housing in general and affordable housing in particular. For these reasons, Austin's City Council has adopted several resolutions to advance the study of utilizing this City-owned property to create benefits for the local community, as noted and linked earlier in this document. Minutes and videos of these Council discussions can be found on the [Council Meeting Information Center](#) website.

The City recognizes that the assembly of the 6909 Ryan Drive site with adjacent parcels may lead to a design and programming solution that addresses and enhances the City's and community's vision and goals. However, the Evaluation Panel will restrict its evaluation to the proposed development of the City-owned 5.5-acre site. This restriction is intended to ensure that all Proposers are treated equally in the evaluation. Please restrict your primary site planning and financial offer to what might be achieved through the development of the 6909 Ryan Drive property alone. Proposers will also be allowed to provide a secondary site planning alternative that illustrates what might be achieved through site assembly, to demonstrate how the 6909 Ryan Drive development would relate to potential development on adjacent parcels. Following selection of a preferred developer partner, based on what is being proposed on the City-owned property alone, the City may be open to revisions to the Proposer's initial plan for the 6909 Ryan Drive property if a parcel assembly can be negotiated by the Proposer, as long as the financial offer to the City for 6909 Ryan Drive is maintained – including the land price and any

requested assistance from the City – and the City’s and community’s goals for the site are met or enhanced through the assembled development project.

Recognizing the site’s current and past commercial uses, the City conducted preliminary environmental assessments to determine if the site had been impacted. Limited subsurface investigations to examine soil, groundwater and soil gas conditions identified localized areas of groundwater and soil contamination. No evidence has been identified to date that would suggest the presence of a severe or widespread body of contamination. The City anticipates entering into a TCEQ remediation program to confirm that the property has been assessed and remediated to residential standards.

The City and Capitol Metro are conducting long-range planning for expansion of the rail system and other transportation improvements near the 6909 Ryan Drive site. Although such planning is still preliminary, Capitol Metro has suggested that development of the 6909 Ryan Drive site allow for a minimum 20 foot development setback from the existing rail right-of-way in the event that such space may be required for future transportation infrastructure.

## **Project Goals**

This RFP provides an opportunity for qualified Proposers to demonstrate their placemaking experience in developing complex, urban projects through public-private partnerships to reach social, economic, and environmental goals. The successful proposal will uphold Austin’s values of sustainability, innovation, and inclusion, demonstrate market feasibility, and meet critical affordable housing and open space needs in the community. Specific project goals are identified below:

- A mixed-income housing development with at least 300 total housing units;
- At least half (50%) of all rental units shall be affordable to households earning at or below 60% of the Area Median Family Income (AMFI), thus being eligible for the City’s [Affordability Unlocked](#) development bonus program;
- At least half (50%) of any for-sale units shall be affordable at or below 80% of AMFI, also enabling the use of Affordability Unlocked;
- At least 1.25 acres of parks and open space for recreation and congregation;
- At least 7,000 square feet of interior space for community retail, creative users, and/or community organizations and events; and
- Access improvements to the Crestview MetroRail Station through the Property, including pedestrian and bicycle paths and a transit plaza.

- Construction should follow Better Builder Standards, prevailing wage rules, the City’s Construction Training Program, and the City’s MBE/WBE programs.

Proposers are strongly encouraged to review the materials on the [City's website for 6909 Ryan Drive](#) to understand the site’s conditions and context, as well as contents and results of the community planning processes already undertaken. See also site information included for reference as Exhibits to this RFP.

In addition to these goals for placemaking and community benefits, the City has financial obligations that must be met through disposition of the site. Austin Energy acquired the property using ratepayer funds, and must receive at least the amount paid for the site so that energy ratepayers will not be effectively subsidizing private development or community benefits. Austin Energy has identified the minimum compensation amount as \$2,884,903. The City understands that this acquisition cost requirement impacts the project’s feasibility, and invites Proposers to assess what if any other resources may be needed to offset these acquisition costs to create a viable project.

Proposers are asked to factor this minimum acquisition cost into their financial proposals, and to provide preliminary indicators of the type and magnitude of any City or other governmental funding that may be requested to achieve a feasible project. Resources to help support the minimum required affordable housing may be available through City, State, or federal programs.

To allow time to jointly vet the proposed project and its financing structure, the City envisions entering into an Exclusive Negotiation Agreement with the selected developer to establish responsibilities, timelines, and milestones for negotiating a Master Development Agreement or other agreement that will govern the site’s development and financial terms.

## C. INSTRUCTIONS – RFP 5500 SMW3010 (V2 12/4/2020)

### 1.0 GENERAL

- 1.1 Solicitation – RFP. The documents that make up this Solicitation constitute a Request for Proposals (“RFP” or “Solicitation”). This RFP is comprised of three (3) general components including:
  - a. Instructions (this component) describing the City’s competitive process;
  - b. “Required Proposal Submittals” requirements (Executive Summary, Project Concept & Strategy, Community Benefits including Affordable Housing, Financial Proposal, Proposer Experience & Project Management Plan, and Evaluation Factors); and
  - c. “Required Forms”, composed of the required forms for a Proposer responding to this Solicitation.
- 1.2 Authorized Contact Person. The Authorized Contact Person (or persons) for this Solicitation are listed on the Solicitation’s cover page. The Authorized Contact Person is the only City staff designated by the Purchasing Officer to act on behalf of the City with regards to this Solicitation. Proposers may direct specific questions concerning subcontractors and responding to the Minority-owned Business Enterprise and Women-owned Business Enterprise Procurement Program Statement of Responsibility to the SMBR contact, also listed on the Solicitation’s cover page.
- 1.3 Vendor Help Desk. For general questions concerning the City’s online financial services system, Austin Finance Online, Vendor Connection (“Vendor Connection”), Proposers may contact the Vendor Help Desk at (512) 974-2018. Assistance from the Vendor Help Desk is limited to navigating and using Vendor Connection only. The Vendor Help Desk will not respond to any questions concerning a specific Solicitation.
- 1.4 Review of Documents. Proposers shall examine all documents that make up the Solicitation and promptly notify the Authorized Contact Person(s) of any perceived omission, ambiguity, inconsistency or error that the Proposer may discover. Proposers shall also notify the Authorized Contact Person(s) of any instructions or requirements in the Solicitation the Proposer perceives to be unduly restrictive or that may unreasonably limit the Proposer’s ability to compete for any contract that may result from this Solicitation. The City assumes no responsibility for any errors, misrepresentations or misinterpretations that result from the use of incomplete Solicitations.
- 1.5 General Reservations. The City reserves the right to cancel this Solicitation at any time, before or after the Due Date and Time, and to solicit or procure these same products or services at any time, during or after this Solicitation.

### 2.0 PUBLICATION, AVAILABILITY AND NOTICES

- 2.1 Publication and Availability. This Solicitation was published and is available for viewing and download from Austin Finance Online (AFO).  
[https://www.austintexas.gov/financeonline/account\\_services/solicitation/solicitations.cfm](https://www.austintexas.gov/financeonline/account_services/solicitation/solicitations.cfm)  
This Solicitation is also available in hardcopy from the City of Austin Purchasing Office. Requests for hardcopies of this Solicitation shall be directed to the Authorized Contact Person(s).
- 2.2 Initial Notice. An initial notice of the Solicitation’s availability was issued automatically to all companies or persons registered in Vendor Connection on AFO. This notice was issued to all

vendors that indicated their interest in being notified of solicitations for the products and/or services sought in this Solicitation through their selection of NIGP commodity codes in their registration profile. This initial notice was only sent to those vendors that had selected the NIGP commodity codes identified on the Solicitation's cover page prior to the Solicitation's publication date.

- 2.3 Newspaper and Supplemental Notices. Notices concerning this Solicitation were published in a local newspaper.
- 2.4 Subsequent Notices. Subsequent notices concerning this solicitation, including notice of any changes are only sent to companies or persons who are subscribed. To receive any subsequent notices concerning this Solicitation, all registered vendors, any company or person receiving an Initial or Supplemental notice, or any other company or persons wishing to receive subsequent notices concerning this Solicitation must subscribe to this Solicitation on AFO.
- 2.5 No-Lobbying. This Solicitation is subject to City Code, Ch. 2-7, Article 6, Anti-Lobbying and Procurement. ([https://assets.austintexas.gov/purchase/downloads/New\\_ALO\\_Ordinance\\_No\\_20180614-056.pdf](https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf)). The No-Lobbying period for this Solicitation starts on the Published Date displayed on the Solicitation Cover Page. The No-Lobbying Period continues through the earliest of the following: (i) the Solicitation is cancelled, (ii) the last of any resulting contract(s) are executed, or (iii) 60-days following Council authorization of the last contract resulting from this Solicitation. The No-Lobbying Period continues throughout the completion of the solicitation process. During the No-Lobbying Period, Proposers, Respondents and/or their Agents shall not make any prohibited communications to City Officials or City employees other than the Authorized Contact Persons. Respondents includes both prospective and actual Proposers.
- 2.6 Non-Suspension or Debarment. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions.
- 2.7 Non-Conflict of Interest. As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Proposer may be a City official or employee or may be related to any City official or employee within the first or second degree of consanguinity or affinity. As required by Chapter 176 of the Texas Local Government Code, Proposer 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 Proposal, 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.

### **3.0 PRE-PROPOSAL EXCHANGES AND ADDENDA**

- 3.1 Questions and Responses. All inquiries concerning this Solicitation shall be directed to the Authorized Contact Person and shall be received no later than 5:00 PM CST on January 28, 2021. Responses which provide additional information or clarification to the solicitation will be provided in an Addenda issued online in AFO. As per section 2.4, only those who have subscribed to the solicitation will be notified when an Addendum is issued.

- 3.2. Pre-Response Meeting and Site Visit. The City will hold one Pre-Response Meeting to review the contents of this Solicitation and/or to receive any questions concerning this Solicitation. The date, location, and time for the Pre-Response Meeting is listed on the Solicitation's cover page. The City may hold one Site Visit at the City's sole discretion based on current health and safety conditions. The date, location, and time for the possible Site Visit will be announced through a Supplemental Notice. Attendance at the Pre-Response Meeting and/or Site Visit is not mandatory but is strongly encouraged. Attendees requiring reasonable accommodations shall contact the Authorized Contact Person as early as possible to arrange for such accommodations.
- 3.3. Solicitation Addenda and Versions. From the time the Solicitation is published and through the Due Date and Time for Proposals, this Solicitation is subject to changes through the issuance of written Solicitation Addenda. Any Solicitation Addenda issued will identify all changes made to the Solicitation. With the publication of each Solicitation Addendum, the City will simultaneously publish the revised version of the Solicitation that includes all of the changes indicated in the Solicitation Addendum. Any explanation, clarification, interpretation or change to the Solicitation made in any other manner is not binding upon the City, and Proposers shall not rely upon such explanation, clarification, interpretation or change. Oral explanations or instructions given before the award of the Contract are not binding.

#### **4.0 PROPOSAL PREPARATION AND CONTENTS**

- 4.1. Proposal Preparation or Participation Costs. All costs directly or indirectly related to preparation of an Proposal as well as costs associated with any subsequent exchanges with the City, including but not limited to travel, lodging, food, presentation expenses and all other expenses related to the Proposer's participation in the competitive process, shall be the sole responsibility of the Proposer.
- 4.2. Alternate Proposals. In addition to their primary Proposal, Proposers may submit one or more Alternate Proposals with differentiated products, services, pricing and/or terms. Alternate Proposals shall be included as additions to the Proposal submittals and not submitted as separate Proposals. If including alternate Proposals, Proposers must note them clearly as different options in their Proposals.
- 4.3. Exceptions – RFP. Proposers shall indicate if they take exception to any portions of the Solicitation in their Proposal. Any exceptions included in the Proposal may negatively impact the City's evaluation of the Proposal or may cause the City to reject the Proposal entirely.
- 4.4. Proprietary/Confidential Information. 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. If an Proposer does not desire proprietary information in the Proposal to be disclosed, each page containing such proprietary information must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The City may request a review and determination from the Attorney General's Office of the State of Texas, of any Bid contents marked as "Proprietary." A copyright notice or symbol is insufficient to identify proprietary or confidential information.
- 4.5. Proposal Contents. Proposal shall at a minimum include all of the Submittals referenced in this Solicitation, completed, and signed where instructed, including any additional documentation required in response to specific Submittals. Proposers shall comply with any further instructions included in the Submittals.
- 4.6. 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.

**5.0 PROPOSAL SUBMISSION AND OPENING**

Proposals in response to this solicitation may be submitted using one of the following methods.

5.1 **Electronic Offers (Proposals).** Electronic Proposals (electronic documents) shall be submitted to the City of Austin using the Solicitation’s eResponse function, available through the City’s online financial system, Austin Finance Online. To submit Electronic Proposals using the eResponse function, Proposer’s must first be registered as a vendor with the City of Austin in Austin Finance Online. Instructions for Electronic Proposals can be found online. Electronic Offers shall not be submitted by email, facsimile or any other transmission method. Any Electronic Offers submitted outside Austin Finance Online will not be considered.

See [Instructions, Submitting Offers in Austin Finance Online](#).

For these responses, Proposers will need to select a label from the drop down menu in the system for each file uploaded. To assist, Proposers should use the following to inform which label from the drop down menu to use:

Identifying Documents				
Upload online using these labels	Price Offer	Offer & Cert.	Technical Offer	Other
Required Proposal Submittals Section 10 EXCEPT section 10.4.2 (Pro Forma)			X	
Required Proposal Submittal Section 10.4.2 (Pro Forma) in Excel format	X			
Signed offer sheet		X		
Non-Discrimination & Retaliation Certification		X		
Nonresident Bidder Provisions		X		
Statement of Responsibility		X		
Signed addenda				X

5.1.1 **Due Date and Time for Electronic Proposals.** Electronic Proposals in response to this Solicitation shall be submitted via eResponse by the Offer Due Date and Time displayed in the Important Dates section of the Solicitation Cover Sheet. The system time within Austin Finance Online shall be the official time of record for Electronic Proposals.

- 5.1.2 **Withdrawing Electronic Proposals.** Electronic Proposals submitted online in response to this Solicitation may be withdrawn, revised and resubmitted using the eResponse function any time prior to the Solicitation’s Due Date and Time. Withdrawn Electronic Proposals may be resubmitted, with or without modifications, up to the Solicitation’s Due Date and Time.
- 5.1.3 **Late Electronic Proposals.** Late Proposals shall not be accepted, therefore the Solicitation’s eResponse function in Austin Finance Online will not allow Electronic Proposals to be submitted past the Solicitation’s Due Date and Time.
- 5.1.4 **Opening Electronic Proposals.** The information regarding Electronic Proposals will become available on or shortly after the Proposal Opening Date and Time as stated on the Solicitation’s Cover Sheet. When Electronic Proposals are opened, the names of each Proposer would be displayed within the Solicitation’s eResponse section.
- 5.2 **Hardcopy Offers (Proposals).** Hardcopy Proposals (physical documents including paper and flash drives) must be returned in a sealed envelope and shall be delivered to the City of Austin’s Purchasing Office at one of the following addresses, depending on the delivery method:

<b>Deliveries by US Mail</b>	<b>Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries</b>
City of Austin Purchasing Office Response to Solicitation: RFP 5500 SMW3005 P.O. Box 1088 Austin, Texas 78767-8845	City of Austin, Municipal Building Purchasing Office Response to Solicitation: RFP 5500 SMW3005 124 W 8 <sup>th</sup> Street, Rm 310 Austin, Texas 78701 Reception Phone: (512) 974-2500

- 5.2.1 **Due Date and Time for Hardcopy Proposals.** Hardcopy Proposals in response to this Solicitation shall be received by the City via one of the aforementioned delivery methods by the Offer Due Date and Time displayed on the Cover Sheet. The time stamp clock at the Purchasing Office reception desk shall be the official time of record for Hardcopy Proposals.
- 5.2.2 **Withdrawing Hardcopy Proposals.** See below for changes due to the COVID-19 pandemic.
- 5.2.3 **Late Hardcopy Proposals.** All Hardcopy Proposals received after the Solicitation’s Due Date and Time will be rejected. Late Hardcopy Proposals that are inadvertently received by the City shall be

returned to the Proposer. It is the responsibility of the Proposer to ensure that their Proposal arrives at the proper location by the Solicitation's Due Date and Time. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Hardcopy Proposal arriving on time. The City may, at its sole discretion, receive a late Hardcopy Proposal if the City's misdirection or mishandling was the sole or main cause for the Hardcopy Proposal's late receipt at the designated location.

5.2.4 Opening Hardcopy Proposals. The City will open Hardcopy Proposals on or shortly after the Proposal Opening Date and Time stated on the Solicitation's Cover Sheet. When Hardcopy Proposals are opened, the names of each Proposer would be read aloud.

### 5.3 Special procedures due to COVID pandemic

5.3.1 Confirmation of Submittals – Due to the current Pandemic circumstances, the City is not able to provide written confirmation of Hardcopy Proposals when they are received or able to verify receipt of Hardcopy Proposals or provide signature confirmation of Proposals delivered by common carriers.

5.3.2 Withdrawing Hardcopy Proposals – Hardcopy Proposals may be withdrawn in writing or by email at any time prior to the Solicitations Due Date and Time. Proposers must send emails to withdraw Proposals to the following email address: [PurchasingAdmin@austintexas.gov](mailto:PurchasingAdmin@austintexas.gov)

5.3.3 Solicitation Openings - Due to the current Pandemic circumstances, the City is not facilitating public attendees at Solicitation openings. Instead, the City will conduct this Solicitation opening via live webcast at the following website:  
[https://www.austintexas.gov/financeonline/afo\\_content.cfm?s=66](https://www.austintexas.gov/financeonline/afo_content.cfm?s=66) .

When conducting a Solicitation opening via webcast, the City will read the applicable information from Hardcopy Proposals aloud and will refer the public to the Solicitation's eResponse section to view the remaining Electronic Proposals.

## 6.0 EVALUATION OF PROPOSALS

6.1 Minimum Responsiveness - RFP. Proposals are Minimally Responsive when they include all of the Submittals listed in this Solicitation, completed and with sufficient detail in each to evaluate the Proposal in accordance with Solicitation's Instructions and any further instructions within each Submittal including minimum requirements of the proposal itself. Proposals that are not Minimally Responsive may be rejected.

6.2 Clarifications - RFP. Any time after the opening of Proposals, the City may contact Proposers to ask questions about their Proposal's contents in order to better understand these contents as-written. Responses to clarification questions, whether done verbally or submitted in writing, do not change the Proposal's contents. Clarifications are not to be confused with Discussions as described herein.

6.3 Evaluation – RFP. Proposals that are Minimally Responsive will be evaluated based on Evaluation Factors listed in the Submittals section of the Solicitation. Evaluation Factors correspond to their

specified Submittals and shall indicate their respective weighting next to each. Submittals not identified as Evaluation Factors will be evaluated on a pass / fail basis in accordance with the Solicitation's Instructions and any further instructions within each Submittal. Although minimum responses are required in all Submittals, the Submittals identified as Evaluation Factors will be used to differentiate the Proposals and to identify which Proposal(s) represent the Best Value to the City. The City's evaluation may be made without Clarifications or Discussions with Proposers. Proposals should, therefore, include the Proposer's most favorable terms.

- 6.4 Discussions and Proposal Revisions – RFP. After completing initial evaluations, the City may enter into Discussions with one or more Proposers submitting the highest rated Proposal(s). Following the completion of Discussions, the City may request Proposal revisions from these Proposers. The City may seek multiple rounds of Discussions and Proposal revisions as deemed necessary by the City. The City may revise its initial evaluations depending on the contents of any Proposal revisions received following these Discussions.
- 6.5 Interviews/Presentations. The City may require that one or more Proposer submitting the highest rated Proposals participate in interviews and/or presentations at the City's sole discretion.
- 6.6 Evaluation Reservations. The City reserves the right to reject or cancel any or all Proposals; reject any Proposals that have material omissions; reject a Proposal submitted by an Proposer who is currently debarred or suspended by the City, State or Federal Government; reject any Proposals that contain fraudulent information; evaluate and as applicable; evaluate and recommend award of any Alternative Proposals received when most advantageous to the City; reject Proposals that include unbalanced unit prices; and/or waive any minor informality in any Proposal or procedure so long as the deviation does not affect the competitiveness of a Proposal or the process.

## **7.0 AWARD DETERMINATION AND AUTHORIZATION**

- 7.1 Award Determination. City staff will recommend Contract award to the Proposer(s) submitting the highest rated Proposal(s) based on the Evaluation Factors set forth in this Solicitation. The Award Determination will be published to AFO and will be sent to all Proposers subscribed to the Solicitation.
- 7.2 Contract Formation. After the City has concluded the evaluations, staff will request contract authorization from Council via the issuance of a Recommendation for Council Action. Following Council authorization, staff and the Selected Proposer will negotiate and execute an Exclusive Negotiating Agreement (ENA) leading to the negotiation and execution of a Master Development Agreement (MDA). The ENA will clarify the roles and responsibilities of the City and the Selected Proposer while moving forward only with each other to negotiate a MDA. ENA terms may include, but are not limited to, defining the due diligence and negotiation process and deliverables, performance schedule, financial commitments, entitlement and permitting process, right of entry, and conflicts of interest. Terms would also be included for next steps in the event the ENA is terminated without execution of a MDA. The Selected Proposer will also be asked to provide a nonrefundable deposit of \$15,000 at execution of the ENA; these funds will not be used for City staff or consultant costs during the negotiation period, yet may be applied toward property acquisition costs in the event of a successfully completed MDA.

## **8.0 PROTESTS**

- 8.1 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. All protests shall be in writing and state the Proposer is submitting a formal protest. Protests shall be filed with the City at the address below. The City is not responsible for lost or misplaced protests, or to assure the protest is received by the Proposer within the protest deadlines. If the City designee does not receive the protest in a timely manner, the protest will be rejected. The designated address is:

**James Scarboro, Purchasing Officer**  
**124 West 8<sup>th</sup> Street, Suite 310**  
**Austin, Texas 78701**

- 8.2 Protest regarding the Solicitation (Pre-Submittal Protest). Any protest regarding the Solicitation issued by the City shall be filed no later than five (5) days prior to the due date and time for proposals. Any protest filed after that date which raises issues regarding the Solicitation will not be considered.
- 8.3 Protest regarding the rejection of a Proposal (Submittal Protest). Any protest regarding the rejection of a Proposal submitted to the City, including for a submittal which is submitted late or through an unapproved method, shall be filed no later than five (5) days after the due date and time for proposals. Any protest filed after that date which raises issues regarding the rejection of a Proposal will not be considered.
- 8.4 Protests regarding the evaluation of Proposals. Any protest regarding the evaluation of Proposals by the City shall be filed with the City no later than five (5) days after the notification of award recommendation is posted on Austin Finance Online, or notification that the protestor's status as a Proposer has changed, such as notification that a Proposal has been found to be non-responsive or a Proposer has been found to be non-responsible. Any protest filed after such date which raises issues regarding the evaluation will not be considered. Proposers may only protest the evaluation of their Proposal.
- 8.5 Protest Regarding Award of Contract (Post-Award Protest). Any protest regarding the award of the contract shall be filed no later than ten (10) days after the date of award. Any protest regarding the award of the contract filed after such date will not be considered.
- 8.6 You shall submit your protest in writing and it shall include the following information: (i) your name, address, telephone, and email address; (ii) the Solicitation number; (iii) the specific facts and/or law upon which the protest of the Solicitation or the award is based, including all pertinent documents and evidence thereto; and (iv) the form of relief requested.
- 8.7 Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.8 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.
- 8.9 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.
- 8.10 A decision will usually be made within fifteen (15) calendar days after the hearing.

- 8.11 The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.12 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 the City urgently requires the supplies or Services to be purchased, or failure to make an award promptly will unduly delay delivery or performance. In those instances, the City will notify you and make every effort to resolve your protest before the award.

## 9.0 DEFINITIONS

Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

- 9.1 **Addendum** – means a written instrument issued by the Contract Awarding Authority that modifies or clarifies the solicitation prior to the Due Date. “Addenda” is the plural form of the word.
- 9.2 **Best Proposal** - the best evaluated Proposal in response to a Request for Proposals or Request for Qualifications/Statements.
- 9.3 **Best Proposer** - the Proposer submitting the Best Proposal.
- 9.4 **City** – means the City of Austin, a Texas home-rule municipal corporation.
- 9.5 **Competitive Sealed Proposal** – means a formal competitive process wherein the City invites Proposers to submit Proposals to supply the City with the Goods and/or Services described in the Solicitation document, through which the City will award the resulting Contract to the responsible Proposer submitting the Best Proposal.
- 9.6 **Contract** – means a binding legal agreement between the City and the Proposer, regardless of what it may be called, for the procurement of goods or services.
- 9.7 **Contract Awarding Authority** – means a City department authorized to enter into Contracts on behalf of the City.
- 9.8 **Due Date and Time** – means the date and time specified for receipt of Proposals.
- 9.9 **Interested Party** – means a person who has a controlling interest in a business entity with whom the City contracts or who actively participates in facilitating the Contract or negotiating the terms of the Contract, including a broker, intermediary, advisor, or attorney for the Proposer

- 9.10 **Late Proposal** – means a Proposal that is received after the Due Date and time specified in the Solicitation.
- 9.11 **Proposal** – means a complete, properly signed Proposal to a Request for Proposals.
- 9.12 **Proposer** -- means a person, firm, or entity that submits an Proposal in response to a City Solicitation. Any Proposer may be represented by an agent after submitting evidence demonstrating the agent’s authority. The agent cannot certify as to his own agency status.
- 9.13 **Purchasing Office** – refers to the Purchasing office in the Financial Services Department of the City.
- 9.14 **Purchasing Officer** – means the director of the Purchasing Office and the principle recipient of procurement authority from the City manager.
- 9.15 **Request for Proposal (RFP)** – means all documents, whether attached or incorporated by reference, utilized for soliciting Proposals.
- 9.16 **Responsible Proposer** – means the financial and practical ability of the Proposer to perform the Contract and takes into consideration resources, expertise, and past performance of the Proposer as well as compliance with all City ordinances concerning the purchasing process.
- 9.17 **Responsive** – means meeting all the requirements of a Solicitation.
- 9.18 **Solicitation** – means a Request for Proposals or RFP.

**10.0 PROPOSAL SUBMITTALS**

**10.1 Executive Summary.** Provide an Executive Summary that summarizes your RFP response and confirms that the respondent will comply with the requirements, provisions, terms, and conditions specified in this solicitation. The Executive Summary should be in the form of a standard business letter on official business letterhead and signed by an authorized representative of respondent. Include the complete name and address of your firm, telephone number, and email address of the person the City of Austin should contact regarding your firm’s response.

**10.2 Project Concept and Strategy.** The City acknowledges that the specific development concept (uses, design, etc.) and the financial projections and terms proposed for the site will be refined over time and through additional due diligence and negotiations. However, the information provided in response to this RFP will describe the Proposer’s current intent and will serve as a major consideration in the selection of a Proposer. As such, all future adjustments to the proposed concept and financial terms must be justified as a result of additional information or input received during the planning and negotiation process. Please provide your development concept for the site in narrative form with supporting graphics. This concept must correspond with the Financial Proposal (described below). At a minimum, the development concept should include the following elements (not necessarily in this order):

**10.2.1 Overall Development Program.** Development plan diagram(s) at 1” = 50’ or appropriate scale (with a reduction to fit 8-½” x 11) that clearly indicates the distribution of land uses, infrastructure, and any other major attributes keyed to a table which quantifies those uses and features.

**10.2.2 Mix and distribution of proposed land uses** (i.e., residential dwelling units by general type, commercial/retail square footage, parking, etc.), including projected net and gross densities per acre for the project.

**10.2.3 Open Space Program.** A description and graphics indicating how open space will be provided as an amenity for existing neighborhood residents in addition to occupants of new development on the site.

**10.2.4 Zoning and Other Development Issues.** Proposers should describe if any zoning or regulatory changes are requested and why they are necessary. In addition, the City’s selection of a Proposal does not mean the site plan will be accepted or that it meets zoning and permit requirements, as proposed. Proposers should acknowledge and account for any conflicts or issues in developing the proposed development program.

**10.2.5 Graphics, perspectives and/or photographic images** that represent building types in each land use and density category and key identity elements, amenities or other features.

**10.2.6 Public Information Packet.** All Proposers shall also include a project summary of no more than four pages that describes the overall concept and community benefits and must include conceptual renderings. Please describe and quantify the total number of housing units by type, square footage of non-residential uses, acreage and programming of public open space, and the overall parking program. Please also describe and quantify the number of affordable housing units, including the mix of unit sizes by bedroom count and the level of affordability and tenure (e.g., 100 total affordable multifamily rental units including 50 2-bedroom units at 50% MFI and 50 3-bedroom units at 60% MFI) and provide an explanation as to how the Proposal achieves 50% of the total residential units as income-restricted affordable. Please also describe the proposed duration of the affordability period, including any variation by product type or tenure. Please describe your affirmative marketing plan to ensure residents become aware of affordable housing opportunities. Any additional community benefits proposed should be described, including the size and location of space dedicated to non-profits or other community-oriented activities. Please also describe the size and location of open spaces, how they interconnect, and how they relate to the overall proposed Open Space Program. Nothing in this submittal may be marked as confidential or proprietary. City staff may release Public Information Packets from all Proposers once an award recommendation from staff to Austin City Council is announced; however, the Public Information Packet from the firm recommended by staff will be included in staff's recommendation to Council for contract authorization.

**10.3 Affordable Housing and Other Community Benefits.**

**10.3.1 Housing Program** – The community has identified affordable housing as a key component of future development of the Ryan Drive site, with the expectation that not less than 50 percent of all housing on the site will be deed-restricted units for lower-income households. Proposals are expected to meet the requirements of and also capitalize on the advantages of the City's [Affordability Unlocked](#) development bonus program. At a minimum, rental units shall be made affordable at 60% of MFI for a minimum of 40 years and ownership units shall be made affordable at 80% of MFI for a minimum of 99 years.

**10.3.1.1** Proposers shall include a narrative describing the plan in summary and detail to integrate housing for a range of income levels. This should include details for each proposed housing component, including the location, the total number of units, number of units by unit type

and income level(s), unit sizes, tenures (rental vs. for-sale), and method and duration of income restrictions.

**10.3.1.2** Describe how the proposed Housing Program advances the City's [Strategic Housing Blueprint](#).

**10.3.1.3** If some or all of the affordable and/or market-rate housing is envisioned for a particular market segment, please explain how that market segment has been selected, how the physical and financial plan reflects that market orientation, and how prospective residents will be affirmatively made aware of the housing opportunity. Examples may include, without limitation, families, seniors, "frontline workers" or public servants, artists, current or former neighborhood residents, etc.

**10.3.2 Other Community Benefits.** A summary of how the minimum 7,000-square feet of interior space would be provided and programmed and what other community benefits, in addition to affordable housing and open space, the project would achieve shall be included in the Proposal.

**10.3.2.1** This may include, but is not limited to, such areas as community retail; music, film and cultural art; workforce and job training; high-quality child care; and small and local business participation, as well as support for purveyors of healthy foods, community organizations and events, and/or health care.

**10.3.2.2** The narrative should address any physical amenities or programmatic elements that benefit the project and/or the larger Austin community, including opportunities for public art that contribute to the placemaking of the overall development and open space.

**10.3.2.3** The Proposer's narrative should also describe an implementation strategy to incorporate any and all such community benefits; highlight any assistance, in place or planned, from the City and other public or non-profit entities; and outline any partnerships or strategies necessary to achieve the benefits. If the Proposal includes financial benefits (to the extent supported by project finances) to the community, please describe in this section.

**10.4 Financial Proposal** - Provide the following information:

**10.4.1 Overall Approach to Financing** – Describe your intended approach to project financing, including private and public sources, and identification of potential challenges and uncertainties and corresponding mitigation/risk management strategies.

**10.4.2 Project Financial Pro Forma** –The pro forma represents a critical part of the overall Proposal submission. The pro forma cash flow should provide an estimate of costs and revenues associated with the development concept and the Financial Proposal articulated in the Proposal submission. The

pro forma will allow the City to understand the Proposer’s approach to maximizing the feasibility of the project, the potential returns to all parties, and the key conditions/assumptions required to accomplish project feasibility and these returns. The pro forma should be based on available information and the Proposer’s own experience and judgment, recognizing that the pro forma will be refined as the development plan evolves and business terms are negotiated. An illustrative template for the pro forma is included in this RFP package for guidance at Exhibit 16. The City and Proposer will work together during exclusive negotiations to confirm or refine pro forma assumptions and financial feasibility, while ensuring the City’s overall objectives are met. The pro forma is expected to be provided as a “sources and uses of funds” model reflecting the expected timing of the site development, and should include the following information:

**10.4.2.1 Predevelopment Expenses** – Expected costs and timing of planning, design, and entitlement of the project.

**10.4.2.2 Infrastructure Expenses** – Expected costs and timing of site preparation and infrastructure. Preliminary information related to water and wastewater service and existing gas service is provided in Exhibits 14-15 for reference. All information is subject to change depending on the actual project demands and existing conditions at the time of development.

**10.4.2.3 Community Benefits Expenses** – Expected costs and timing of components of the community benefits package. To the extent that such benefits may be incorporated into vertical buildings and thus land values (such as housing affordability programs or small and local business lease incentives), those items and their impact on land values should be explained in text as well as the projected land lease/sale proceeds in the pro forma. Projected land values should take into account the Housing Program particularly as it relates to ensuring long term affordability of housing.

**10.4.2.4 Vertical Development** – Expected absorption schedule and value for each of the various project components. If you propose dedicating any portion of residential units to a public or non-profit organization through a land trust or similar mechanism, please explain that envisioned mechanism as well as your assumptions regarding the values and revenues that may be attributable to those units in your pro forma.

**10.4.2.5 Sources of Funding** – In addition to the proceeds from the sale or lease of the vertical buildings, the pro forma should indicate whether other types of funding are expected and from what sources. It is not necessary at this time to distinguish among private financing sources (loans, equity, third-party equity, etc.), but assumed amounts, timing, and potential sources of

public or philanthropic funding should be articulated. Priority will be given to proposals that minimize the average City of Austin subsidy per restricted affordable unit and proposals that offer compelling community benefits.

**10.4.2.6 Cash Flow and Investment Returns** – The pro forma should summarize the overall project cash flow, including the Proposer’s return on investment using whatever metric(s) may be preferred by the Respondent (Internal Rate of Return, return on cost, developer fee, profit margin, etc.). The pro forma should clearly indicate the Respondent’s target investment return, above which project net proceeds may be shared with the City and/or community. In addition, the cash flow presented should anticipate inclusion of at least \$2,884,903 to compensate Austin Energy for costs related to the site’s acquisition.

**10.4.2.7 Format** - The pro forma must be provided both in paper form as part of the Proposal, and also as a “live” Excel model with active links and formulas on a thumb drive for Hardcopy Proposals and as a separate uploaded file for electronic Proposals that accompanies the Respondent’s written Proposal. See Exhibit 16 for template. To the extent allowed by law, the City of Austin and its consultants will maintain the confidentiality of certain financial information provided by Proposers as a part of this process. Proposers shall clearly mark confidential information as per the instructions in section 4.4.

**10.5 Proposer Experience & Project Management Plan** – The Proposer must provide a description of their qualifications to assume the responsibilities required for this development opportunity, including

**10.5.1 Firm History and Presence** – Years of development experience as a company, signature projects, size and value of property portfolio, location of offices, total employees, and similar information.

**10.5.2 Relevant Development Experience** - Narrative and diagrams of the Proposer’s relevant development experience. Provide examples of projects of similar scale that are in development, under construction, or have been successfully completed within the last eight years. Relevant projects may include those with one or more of the following types of attributes: mixed-use development combining residential, commercial, and/or community space; partnerships and/or negotiations with public agency landowners; sustainability and smart growth principles; mixed-income residential components, including market rate and income-restricted units; understanding of community context; and small and local business amenities and resources.

**10.5.3 Financial Qualifications** – Please provide audited corporate financial statements from each of the past three years reflecting your company’s cash flow and balance sheet. In addition, please provide a

listing and description of any bankruptcies and/or litigation that the Proposer has been involved in during the past three years, with a statement regarding the current status of such actions.

**10.5.4 References** – Please provides references from at least three public sector representatives with whom the Proposer has collaborated on entitling, financing, and developing projects in the past eight years. Please also provide at least three financial references from lenders, equity providers, or other funding partners that have been involved in related development projects in the past five years. The City reserves the right to contact these references, and also to conduct independent research regarding Proposer experience and performance.

**10.5.5 Project Management Plan**

**10.5.5.1 Team Members** - The Proposer must provide resumes for key members of the project team that demonstrates the assigned personnel are experienced in executing similar projects. This should include resumes of assigned staff including project roles and responsibilities and tenure at firm and in relevant industry.

**10.5.5.2 Approach to Project Management** - In addition, the Proposer should describe the plan for the expected efforts to manage the project from beginning to end, including:

10.5.5.2.1 A description of the expected due diligence and negotiation process with the City and other stakeholders;

10.5.5.2.2 A description of the expected process of securing funding agreements with lenders and investors; and

10.5.5.2.3 An expected and reasonable schedule of milestones for the negotiation, entitlement, and development process, including an overall completion target for construction completion.

**10.6 Evaluation of Proposals**

**10.6.1 Evaluation Factors**

RFP Evaluation Factors	Maximum Points
Project Concept and Strategy (Per submittal section 10.2 above)	25
Affordable Housing and Other Community Benefits (Per submittal section 10.3 above)	25
Financial Proposal (Per submittal section 10.4 above)	25
Proposer Experience & Management Plan (Per submittal section 10.5 above)	25

<b>Total</b>	<b>100</b>
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**10.6.2 Interviews and/or presentations, Optional.** Interviews or presentations may be conducted at the sole discretion of the City. **Maximum 25 points.**

## E. REQUIRED FORMS

**The undersigned, by his/her signature, represents that he/she is submitting a binding Proposal and is authorized to bind the Proposer to fully comply with the Solicitation document contained herein. The Proposer, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including any addenda issued, and agrees to be bound by the terms therein. Proposals submitted with incomplete and/or unsigned Offer Sheets are not considered to be Offers and will be rejected as non-responsive.**

**By submitting this Proposal, the Proposer hereby certifies the following:**

1. That its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.
2. That it has not in any way directly or indirectly:
  - a. Colluded, conspired, or agreed with any other person, firm, corporation, Proposer or potential Proposer to the amount of this Proposal or the terms or conditions of this Proposal.
  - b. paid or agreed to pay any other person, firm, corporation Proposer or potential Proposer any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Proposal or the Proposal of any other Proposer.
3. That it has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Proposer has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Proposers, so as to have an unfair advantage over other Proposers, provided that the Proposer may have provided relevant product or process information to a consultant in the normal course of its business.
4. That it has not participated in the evaluation of Proposals or other decision making process for this Solicitation, and, if Proposer is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Proposer, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Proposer may have provided relevant product or process information to a consultant in the normal course of its business.
5. That it is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Proposer to obtain an advantage over other Proposers or would prevent Proposer from advancing the best interests of the City in the course of the performance of the Contract.
6. That it does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;
7. That it has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the

twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Proposer.

8. That it does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

If the Proposer cannot affirmatively swear and subscribe to the forgoing statements, the Proposer shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

Company  
Name: \_\_\_\_\_

Company  
Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City Vendor Registration No. \_\_\_\_\_

Printed Name of Officer or Authorized

Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature of Officer or Authorized

Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Email  
Address: \_\_\_\_\_

Phone  
Number: \_\_\_\_\_

**City of Austin, Texas**

**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all Solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices is being carried out.
- (7) To require of all Subcontractors having fifteen or more employees who hold any Subcontract providing for the expenditure of \$2,000 or more in connection with any Contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Proposal and any resulting Contract, Contractor adopts the provisions of the City’s Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

**City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue. Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

**Term:**

The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR \_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Title \_\_\_\_\_

**NONRESIDENT BIDDER PROVISIONS – RFP 5500 SMW3010**

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 is 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: \_\_\_\_\_



**STATEMENT OF RESPONSIBILITY**

**Minority-owned Business Enterprise and Women-owned Business Enterprise**

**Procurement Program**

The City of Austin desires that Eligible Third Party Agreements comply with the standards and principles of the City's MBE/WBE Ordinance. The Austin City Council passed Resolution No. 20120112-058 on November 8, 2007 that required that the language of the MBE/WBE Procurement Program be included as an element of all eligible Third Party Agreements. For the full text of the resolution and SMBR's Third Party Agreement Guidebook, please visit:

<http://www.austintexas.gov/page/smbr-forms-and-applications>

City Code chapter 2-9C, as amended, establish a Minority-owned Business Enterprise and Women-owned Business Enterprise (MBE/WBE) Procurement Program in Non-Professional Services. The aim of this program is to promote MBE and WBE participation in City procurement, through its prime contract awards and subcontracts, and to afford MBEs and WBEs an opportunity to compete for City contracts. In particular, this program encourages Consultants to provide opportunities to certified MBEs and WBEs for subcontracts or related contracts. A "Subconsultant" is defined by the Ordinance and for the purposes of this form as any person, Firm, or Business Enterprise providing professional or non-professional to a prime Consultant if such professional or nonprofessional services are procured or used in fulfillment of the prime Consultant's obligations arising from a Contract with the City. In accordance with City Code Chapter 2-9C, as amended, goals for MBE and WBE participation differ from contract to contract, based on the type of contract, the availability of MBEs and WBEs to perform the functions of the contract, and other factors.

**Although the specific scopes of work and the magnitude of the scopes for this solicitation cannot be determined at this time, the City will issue goals once the scopes have been identified. At that time, the Proposer shall submit a MBE/WBE Compliance Plan meeting such goals or documentation detailing their Good Faith Efforts to meet the established MBE/WBE goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.**

**I understand that I am responding to a Request for Proposal (RFP) Solicitation. If chosen, the City of Austin will require me to comply with the City's MBE/WBE Procurement Program, and this signed Statement of Responsibility is my commitment to the requirements of the MBE/WBE Procurement Program which are a part of my contract with the City of Austin.**

\_\_\_\_\_

**Name and Title of Authorized Representative (Print or Type)**

\_\_\_\_\_

**Signature**

\_\_\_\_\_

**Date**

## F. EXHIBITS – RFP 5500 SMW3010 (12/23/2020)

1. Title Commitment issued September 14, 2020
2. Austin City Council Resolution 20130117-054
3. Austin City Council Resolution 20140417-049
4. Austin City Council Resolution 20181101-024
5. Lamar Blvd./Justin Lane TOD Regulating Plan
6. Affordability Unlocked, Ordinance No. 20190509-027
7. Affordability Unlocked Applicant Guide
8. “Ryan Drive Working Group Report,” April 2018
9. “Overview on Redevelopment Planning and Process for City-Owned Property at 6909 Ryan Drive” Report, July 2020
10. Memorandum from EDD to Mayor and Council “Update on Resolution No. 20181101-024 Regarding 6909 Ryan Drive,” August 25, 2020
11. Project Site Map
12. Project Area Map
13. Environmental Information
  - a. 2013 Phase I Environmental Site Assessment
  - b. 2013 Phase II Limited Site Investigation
  - c. 2019 Limited Asbestos and Lead-Containing Paint Inspection Report
  - d. 2020 Completed Geotech Report
  - e. 2020 Completed Limited Subsurface Investigation Report
14. Water/Wastewater Preliminary Information
  - a. 6909 Ryan Drive WWW Preliminary Assessment
  - b. 6909 Ryan Drive Preliminary Water Assessment Map
  - c. 6909 Ryan Drive Preliminary Wastewater Assessment Map
15. 6909 Ryan Drive Texas Gas ONE Gas Map
16. Template for project financial pro forma
17. Ryan Drive Site Civil Information
18. Boundary and Improvement Survey

- a. Adobe Format
- b. AutoCAD format

19. Existing Electrical Service Map

20. 2021 6909 Ryan Drive Limited Subsurface Investigation Report