



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

SOLICITATION NO: MLM0301

COMMODITY/SERVICE DESCRIPTION: Public Art Master Planning Consultant for Austin-Bergstrom International Airport

DATE ISSUED: 11/30/2015

REQUISITION NO.: RQS 5500 15082500960

PRE-PROPOSAL CONFERENCE TIME AND DATE: 12/09/2015, 2:00PM CST

COMMODITY CODE: 91886

LOCATION: 201 East 2nd Street, Suite A, Austin, TX 78701

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

PROPOSAL DUE PRIOR TO: 1/05/2016, 2 PM CST

Monica L. McClure
Corporate Contract Administrator

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

Phone: (512) 974-1714

E-Mail: Monica.McClure@austintexas.gov |

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

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # MLM0301	Purchasing Office-Response Enclosed for Solicitation # MLM0301
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

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

SUBMIT 1 ORIGINAL, 1 COPY, AND 5 ELECTRONIC COPIES OF YOUR RESPONSE

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

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

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	4
0500	SCOPE OF WORK	7
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2

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

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

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

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

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

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

Section 0605: Local Business Presence Identification

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

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

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

The Offeror shall furnish, with the Offer, the following information, for at least five recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

Responding Company Name _____

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

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

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

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

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

Section 0835: Non-Resident Bidder Provisions

Company Name _____

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

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

Answer: _____

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

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

Answer: _____ Which State: _____

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

Answer: _____

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	MLM0301
PROJECT NAME:	Public Art Master Planning Consultant for ABIA

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No _____ **If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope**

Yes _____ **If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.**

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	

Company Name	

Name and Title of Authorized Representative (Print or Type)	

Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	MLM0301
PROJECT NAME:	Public Art Master Planning Consultant for ABIA

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address			
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. **Attach Good Faith Effort documentation if non MBE/WBE firms will be used.**

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor / Sub-Consultant			
City of Austin Certified	MBE <input type="checkbox"/>	WBE <input type="checkbox"/>	Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ **Date** _____ **Director/Deputy Director** _____ **Date** _____

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

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by eight calendar days prior to Solicitation due date to Monica.McClure@austintexas.gov.

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

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability:**

(1). **Professional Liability Insurance:** The Contractor shall provide coverage, at a minimum limit of \$500,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	Cultural Arts Division Office
Attn:	Susan Lambe
Address	P.O. Box 1088
City, State Zip Code	Austin, Texas 78767

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

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

4. **RETAINAGE:** The City will withhold fifteen (15) percent (%) retainage until completion of all work required by the Contract. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.
5. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**
- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
 - D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>
6. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**
- A. Access to the Aviation Department building(s) by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Aviation building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
 - B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
 - C. Contractor personnel will be required to check in at the security desk when entering or leaving the Aviation building(s) and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
 - D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be

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

working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

7. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.

C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

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

Susan Lambe

Art in Public Places Project Manager

(512)974-7852

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

Section 0500: Scope of Work

City of Austin Art in Public Places Program

Consulting Services for a

Public Art Master Plan for Austin-Bergstrom International Airport

1. Purpose

The City of Austin (City) seeks a professional public art planning consultant to develop a public art master plan (Plan) for Austin-Bergstrom International Airport (ABIA). The Scope of Services includes stakeholder engagement, research, benchmarking and development of recommendations to inform the on-going work of the Art in Public Places Program (AIPP), part of the Cultural Arts Division (CAD) within the City of Austin's Economic Development Department (EDD). It specifically does not include the work of the Changing Exhibits program nor the Cultural Expressions collection managed by Aviation Department staff.

The timing for a public art master plan is ideal, because as Austin continues to grow, so does ABIA. This growth will generate more artwork opportunities, and AIPP wants to be ready with a thoughtful, carefully considered Plan to guide the selection and placement of the collection going forward. The Plan will help ensure that airport artwork supports a sense of having arrived in a location that is uniquely Austin and that reflects the identity of the region served by the airport.

The purpose of the Plan is to:

- a. reflect the creative vitality of Austin while heightening the traveler and the citizen experience of being at the airport;
- b. highlight opportunities to reflect Austin's nature and character;
- c. capture input regarding stakeholder, citizen and traveler experience of ABIA and how public art may contribute to this experience;
- d. identify opportunities and possible locations for artwork to be strategically placed for maximum impact; and
- e. recommend marketing/branding strategies to best share the current and future artwork collections at ABIA with the public.

2. Background

2.1 About the AIPP Program: The City was the first municipality in Texas to make a commitment to include works of art in construction projects when it established the AIPP program in 1985. The program was brought forward by a citizen initiative, and when it first began, 1% of construction budgets was allocated to commission or purchase artwork for public sites, such as the airport, libraries, and parks. In October 2002, the ordinance was amended with community support to increase the allocation to 2% and include streetscapes, a change that allowed greater visibility of art in the urban environment as Austin continued to grow.

Austin currently boasts over 200 public artworks in over 150 facilities/locations, ranging from outdoor sculptures to architectural detailing, and the collection continues to grow. The AIPP program has commissioned 175 artists to date, with over 70% of the artworks in the collection coming from Austin area artists. The program values the perspectives that both local and non-local artists can provide within an artistic context and offers established and emerging artists an opportunity to contribute to Austin's evolving culture. The program enhances Austin as a top cultural and artistic destination in Texas and beyond. Since 1985, AIPP artists have successfully created artworks which have contributed to Austin's cultural identity.

Visit www.austincreates.com to see the complete list of artworks in the City of Austin's public art collection, clicking on "Browse the Collection". Please see www.austintexas.gov/department/aipp-

[policies](#) for information regarding AIPP policies, ordinance and guidelines and to understand more about how the AIPP program is funded.

The AIPP program is part of CAD, created from an existing division in the Parks and Recreation Department in 2003. The purpose of CAD is to nurture, preserve, and promote Austin's arts and creative industries in order to strengthen and sustain Austin's dynamic cultural vitality. CAD functions as the local arts agency for the City of Austin with the purpose of strengthening the role of the arts in economic development, tourism, community development and revitalization. The division serves the creative community working in all art forms and disciplines. It encourages organizations and activities that promote imagination and creativity to enhance the role of the arts as part of the daily fabric of community living.

2.2 About the Airport: ABIA has been growing steadily since it began operating in 1999 and now serves over ten million air travelers annually. Originating with the influential 1994 New Austin Terminal Task Force Report, ABIA has used judicious and creative planning to expand its facilities to keep up with anticipated customer demand. ABIA is committed to maintaining a sustainable air transportation portal that provides a friendly, Austin-style environment reflecting the nature and character of the City. In 2013, the City awarded ABIA with a "Partner in the Arts" award, which is given annually to individuals and organizations that have made valuable contributions to the work of the Cultural Arts Division. Visit <http://austintexas.gov/department/awards-and-honors-received-department-aviation> to learn about the many ways that ABIA has been recognized for excellence.

2.3 About Public Art at ABIA: ABIA is in an extensive growth phase, spurred by the population boom happening in Austin. Since AIPP is funded by 2% of capital improvement projects in the City, recent construction at ABIA has resulted in several large public art opportunities, and there are many more projects in the queue. Below is a list of recently completed projects and projects currently underway at ABIA:

- » Terminal East Infill Project (Artist Mikyoung Kim), Budget \$700,000; artwork recently completed;
- » Spirit of Austin Lane Cell Phone Lot (Artist Eric Eley), Budget \$335,000; artwork recently completed;
- » Consolidated Rental Car Facility (Artist Michael Singer), Budget \$1,689,000; artwork recently completed;
- » Airport Entrance Project (Artist Janet Echelman), Budget \$2,000,000; contracting with artist for services; and
- » Terminal /Apron Expansion and Improvements Project Phase I (Artist Rachel Feinstein), Budget \$1,000,000; in design phase.

ABIA has art displayed throughout the concourse, in baggage claim and on the grounds of the airport. Some works are part of the permanent AIPP collection. Some works are part of the Cultural Expressions collection, which are works that were commissioned by the architect and incorporated into the building at the time of initial construction. Still other works of art are on temporary display through the Aviation Department's Changing Exhibits program.

Visit <https://www.austintexas.gov/department/art-airport> to review the artworks displayed in the airport. This link identifies which artworks are in the AIPP Collection.

3. Scope of Services

The selected Consultant (Consultant) shall develop the Plan to inform the selection of and guide the placement of public artwork at ABIA through City-commissioned permanent and temporary artwork as well as potential privately proposed/funded donations/loans. The Plan is intended to guide AIPP staff, Aviation Department staff, art selection panelists, project advisors and stakeholders, selected artists, and the Austin Arts Commission in implementing the public art program at the ABIA. The Plan shall highlight the participation and consideration of local and regional artists, while opening up a range of possibilities for artists working throughout the United States. This master planning effort includes the

public art funded through the City of Austin AIPP program within CAD and artwork donated to the City of Austin and approved by the Arts Commission. This master planning effort does not include either the Changing Exhibits program or the Cultural Expressions collection, which are under the purview of Aviation Department staff.

The scope of work is divided into four distinct work phases: I.) Research & Analysis, II.) Benchmarking & Opportunities, III.) Recommendations, and IV.) Master Plan Document. The Consultant will present the results of the work phase to the Project Team at the end of each phase. It is expected that the consultant shall deliver the 95% complete draft of the Airport Public Art Master Plan within nine months of contract execution. The City shall have the final approval on all work performed. The Project Team will include AIPP staff, Aviation Department staff, and project stakeholders identified prior to project kick-off. The scope of services is as follows:

3.1 Phase I: Research and Analysis

1. Project Kick-off

Within two weeks of award and execution of the contract, the Consultant shall facilitate a kick off meeting with the Project Team to accomplish the following:

- a. The City shall review and approve the Consultant's proposed methodology for gathering outreach information from stakeholders, airport users and the citizens of Austin, as proposed by the Consultant in response to this RFP.
- b. The City shall review and approve the Consultant's proposed methodology to define the characteristics of the region served by ABIA (See 2.b. below).
- c. The Consultant shall bring the proposed project schedule to the meeting for review and approval, including meetings, milestones, deliverables and expected project status check-ins.

2. Analysis

Aviation Department staff will provide to the Consultant:

- Available plans (including floor plans and site plans) depicting existing conditions for all interior and exterior areas accessible to passengers at the airport;
 - Available plans (including floor plans and site plans) depicting known future expansion of any areas which will be accessible to passengers at the airport; and
 - Demographic information regarding ABIA's stakeholders, including travelers (regional, national, international), and Austin residents.
- a. The Consultant shall map how travelers currently move through the interior and exterior space, and how they may be projected to move in light of ABIA's expansion plans.
 - The Consultant shall rate spaces according to levels of activity and appropriateness for art intervention.
 - b. The Consultant shall perform outreach services, as defined and agreed by both parties during Kick-Off (Phase I, Item 1.a.) to gather input from identified stakeholders, airport users and the citizens of Austin regarding their expected and desired experience at ABIA and how public art currently contributes to that experience, and how it could contribute in the future. This may include a public engagement meeting.
 - i. The Consultant shall identify cultural characteristics, elements and aspirations of the region served by ABIA which recognizes its unique position as a gateway to

Austin and Central Texas. This work will help define what is meant by “the nature and character of Austin”, which has been a defining and award-winning quality of Austin-Bergstrom International Airport since its inception.

The Cultural Arts Division is in the process of creating a Cultural Assets map of the City of Austin, a draft of which will be provided to the Consultant.

3. Phase I. Deliverables

- a. The Consultant shall share the results of the work performed during Phase I. for feedback from the Project Team.
 - i. Consultant shall create and deliver a visual presentation in PowerPoint or other format as agreed with the AIPP Contract Administrator, summarizing the results of Phase I., to the Project Team for feedback.
 - ii. Consultant shall create and submit a detailed written report on the results of the work performed during Phase I. for feedback.

Consultant shall revise the written report as needed to incorporate Project Team comments. This document will become part of the Public Art Master Plan.

3.2 Phase II: Benchmarking and Opportunities

1. Benchmarking

The Consultant shall define ABIA’s position, and its unique qualities, within the context of national/international system of travel.

- a. The Consultant shall provide at least five examples of the innovative public art and cultural programming in airports on a global scale (permanent artworks, temporary exhibitions, events, and installations), referencing exemplary planning and programming strategies, and how their sponsors measure success.
- b. The Consultant shall provide supporting at least three examples of the economic impacts of cultural arts programming and public art installations at similar sized airports on a global scale.

2. Opportunities

In consultation with the Project Team, the Consultant shall define opportunities for the public art program specific to ABIA.

- a. The Consultant shall identify locations, sites and spaces for future public art projects, considering all possibilities such as a sculpture garden/park, temporary art installations and exhibitions.
- b. The Consultant shall identify potential collaborations with Austin museum partners, arts and culture non-profits and other institutions.
- c. The Consultant shall identify types of art which will best support goals/guidelines of the AIPP program, in keeping with the challenges of placing artwork in a busy airport.
 - a. Provide reference projects as examples to support assertions.

3. Implementation

In consultation with the Project Team, the Consultant shall develop implementation strategies that include short-term and long-term priorities for public art at ABIA.

4. Phase II. Deliverables

- a. The Consultant shall share the results of the work performed during Phase II. for feedback from the Project Team.
 - i. Consultant shall create and deliver a visual presentation in PowerPoint or other format as agreed with the AIPP Contract Administrator, summarizing the results of Phase II., to the Project Team for feedback.
 - ii. Consultant shall create and submit a detailed written report on the results of the work performed during Phase II. for feedback.

Consultant shall revise the written report as needed to incorporate Project Team comments. This document will become part of the Public Art Master Plan.

3.3 Phase III: Recommendations

1. The Consultant shall identify and prioritize future opportunities for types of permanent and temporary public artwork as well as possible Consultant-recommended art interventions.
 - a. The Consultant shall identify any physical facilities (such as sculpture garden, exhibition spaces, lighting or other infrastructure) that could be recommended to Aviation Department staff for inclusion in future development.
 - b. The Consultant shall create a framework for prioritizing longer-term artwork opportunities.
 - c. The Consultant shall generate recommendations for specific public art project opportunities identified.
 - d. Regarding partnerships with other cultural and tourism organizations, The Consultant shall outline funding streams and/or other mechanisms to support the partnerships identified in Phase II.
2. Program Structure: The Consultant shall provide any recommended definitions, procedures, policies and administrative structures that differ from the existing AIPP Program.
 - a. The Consultant shall outline processes for evaluating project outcomes.
 - b. The Consultant shall define methods for determining what it means to have a highly successful AIPP public art program at ABIA.
3. Outreach. The Consultant shall recommend branding, marketing, and outreach strategies to elevate the public's understanding of AIPP's public art collection at ABIA.
 - a. Working with City staff, the Consultant shall provide a plan of public outreach education material(s), to be created by others, for the purpose of informing the public, both travelers and Austin residents, about the AIPP Collection at ABIA.
 - b. The Consultant shall provide reference examples from other public art programs to support recommendations for proposed educational materials.

- c. The Consultant shall include a recommended plan for branding, marketing and outreach strategies for public art at the airport, with 1, 2 and 5 year milestones, as part of the final public art master plan produced for this contract.

4. Phase III. Deliverables

- a. The Consultant shall share the results of the work performed during Phase III. for feedback from the Project Team.
 - i. Consultant shall create and deliver a visual presentation in PowerPoint or other format as agreed with the AIPP Contract Administrator, summarizing the results of Phase III., to the Project Team for feedback.
 - ii. Consultant shall create and submit a detailed written report on the results of the work performed during Phase III. for feedback.

Consultant shall revise the written report as needed to incorporate Project Team comments. This document will become part of the Public Art Master Plan.

3.4 Phase IV: Master Plan

- 1. The Consultant shall present the 90% complete Plan, including Research & Analysis, Benchmarking & Opportunities, Recommendations, for review and comment from City staff and stakeholders.
 - a. Upon receipt of the comments from the 90% review by City Staff and stakeholders, the Consultant shall revise the draft Public Art Master Plan Consultant shall revise the written report as needed to incorporate Project Team comments. This document will become part of the Public Art Master Plan.
- 2. The Consultant shall present the 95% complete Public Art Master Plan for review and comment from the public, boards and commissions, as required. This may include public engagement meeting(s). Revise the master plan based on feedback received, in consultation with the Project Team.
- 3. The Consultant shall produce and deliver the completed final Public Art Master Plan, which should be a professionally designed, visually compelling full color document which includes the results of all work produced in Phases I – III.
 - a. The final Plan shall be delivered at a resolution of 300 ppi, via flash drive, to produce print documents of the final book.
 - b. In addition, the Consultant shall deliver a visual presentation in PowerPoint or other format as agreed with the AIPP Contract Administrator, for use in presenting and explaining the Public Art Master Plan to the public. This document, in original format and pdf format, may be delivered via a file hosting service, such as Microsoft OneDrive or equivalent.

4. Contractor Minimum Requirement and Responsibility

- 1. The Contractor shall have at least five years of experience in development of public art master plans, and shall have completed at least one airport-specific public art master plan within the previous 7 years.
- 2. The Contractor shall be available for in-person meetings as agreed by both parties. The Contractor will return calls and emails within 24 hours of being contacted.

3. The Contractor shall provide a Project Manager, to be available by cell phone and email. The PM assigned to this contract shall have full decision-making authority under this contract.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MLM0301**

1. **PROPOSAL FORMAT**

It is important to understand that all proposals shall be submitted in the following format.

Submit one (1) double-sided original of the complete proposal, one (1) hard copy of the complete proposal and five (5) electronic versions of the complete proposal on flash drive in PDF format.

The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original."

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

Include with your proposal all documents as stated on page 2 of the Offer Sheet.

Use tabs to divide each part of your proposal.

Provide a Table of Contents.

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

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

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program**: Describe your plan for accomplishing required work as listed under Section 0500, item 3, Scope of Work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your work program by phases. Detail the steps you will take in proceeding from phase 1 to the final phases.
 1. Section 0500, item 3.1 Phase I: Research and Analysis
 2. Section 0500, item 3.2 Phase II: Development
 3. Section 0500, item 3.3 Phase III: Recommendations
 4. Section 0500, item 3.4 Phase IV: Master Plan
 - ii. The factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The points at which written, deliverable reports will be provided.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MLM0301**

- iv. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting fifteen percent (15%), which will be paid upon final acceptance by the City.
 - v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).
 - vi. Work product samples and project of similar scope. A minimum of two (2) samples shall be provided.
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2009. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MLM0301**

- H. **Part VIII - Proposal Acceptance Period**: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- I. **Part IX - Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. **Part X - Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- K. **Part XI - Cost Proposal**: Information described in the following subsections is required from each Proposer. The City has established a budget not-to-exceed \$57,000 for this project to include all related expenses such as travel. Price and proposed deliverables will be an evaluation factor used to select the successful Consultant; the price should reflect the Consultant's "best offer".

- For evaluation purposes, Consultant will submit a breakdown of hours and tasks by phase, including a total proposed price.
- On a separate document, Consultant will submit an hourly rate sheet for employee classifications working on this project.

- i. Travel expenses. All travel lodging expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?contentId=17943&contentType=GSA_BASIC

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

It is expected that the Consultant will be physically present in Austin at least twice during this contract, first at Project Kick-Off, for a minimum duration of two days, to attend the Project Kick-Off meeting and to gather information, and again to deliver the presentation(s) of the 95% complete master plan. Interim presentations and meetings may be in person or delivered via online services such as Webex, Skype or equivalent, as agreed in collaboration with the Project Team.

2. **EXCEPTIONS**:

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

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MLM0301**

3. PROPOSAL PREPARATION COSTS:

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

4. EVALUATION FACTORS AND AWARD

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

B. Evaluation Factors:

i. 100 points.

Competitive Selection: Proposals will be reviewed by City staff. A Consultant will be selected as defined below:

1. Clear project approach and demonstrated understanding of project – **40 Points**
2. Quality of work product samples and projects of similar scope – **10 Points**
3. Personnel qualifications – **20 Points**
4. Cost Proposal breakdown of hours and tasks by phase, and total proposed price – **20 Points**
5. Local business presence – **10 Points**

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

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

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

- i. The point difference between the first and second ranked Proposer is less than five points.
- ii. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
- iii. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
- iv. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MLM0301**

- v. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
- vi. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.