



**Economic
Development**
CITY OF AUSTIN

Request For Proposals – RFP 5500 SMW3005 (V2 Updated 10/13/2020)

Description : Redevelopment of the approximately 19-acre St. John Site

Solicitation Issue Date: September 16th, 2020

RFP Response Due Date and Time: January 14th, 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 : October 16th, 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

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

Laura Moreno, Senior Business Development Counselor

Phone: (512) 974-6668

E-Mail: Laura.Moreno@austintexas.gov

Commodity Codes: 90657, 90957, 91827, 91889, 92561, 97163

Estimated Solicitation Schedule Summary (subject to change)

Milestone	Date or Timeframe
1. Solicitation Issue Date	September 16 th , 2020
2. RFP Response Due Date	January 14 th , 2021
3. Pre-Response Meeting	October 16 th , 2020
4. Site Visit	To be determined at City's discretion based on health advisories.
5. Deadline for Questions and Answers	December 4, 2020
6. Interviews/Presentations	To Be Determined (at City's discretion)
7. City Council consideration	To Be Determined



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City of Austin

P.O. Box 1088, Austin, TX 78767
(512) 974-2200, Fax (512) 974-2833

September 14, 2020

Invitation from City Manager Cronk, Mayor Adler and District 4 Council Member Greg Casar:

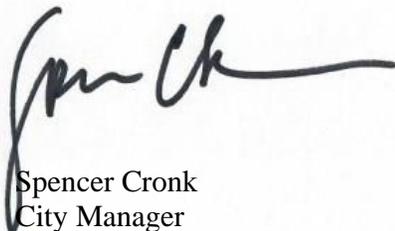
Our City is excited to share this opportunity in the heart of the historic St. John Neighborhood. We invite qualified developers to consider a partnership with the City, the St. John community and stakeholders in transforming a decades-old vacant lot into a community asset that will have lasting impacts for generations to come. The 19-acre St. John Property, 7211 and 7309 N. IH-35 (old Home Depot/Chrysler sites), is immediately adjacent to Highway 35 and has easy access to Highway 183 and Highway 290. The nearly-completed upgrades to these corridors along with improved local transportation services have contributed to the area's potential, and the St. John Property can be harnessed to advance meaningful benefits that address the housing, economic, recreational and future needs of residents who wish to remain, return and invest in this beloved neighborhood.

The vision for the St. John Property is the result of a robust, two-year engagement process, including several hundred surveys, focus groups, house meetings, school meetings, town halls and hundreds of hours volunteered by St. John residents and stakeholders. Leaders at the University of Texas School of Architecture and Center for Sustainable Development supported the City and the community in finalizing an actionable vision and plan. The vision focuses on reinforcing the historic neighborhood's strengths and enhancing its quality of life by ensuring a redevelopment includes: 1) a mixed-income, mixed-use district with affordable housing, particularly accessible to current and past neighborhood residents; 2) open space for recreation and congregation; and 3) space for community retail and support services specific to the St. John neighborhood.

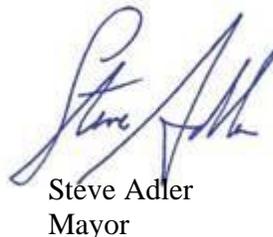
By a unanimous vote, the Austin City Council affirmed the vision for the St. John Property and also unanimously supported the financial prioritization of this property to include a potential Tax Increment Reinvestment Zone, issuance of new debt or reprioritizing planned debt issuance for infrastructure, utilizing parkland dedication fees, invoking fee waivers to support affordable housing, and other financial options as necessary. Additionally, the City has initiated the rezoning of the St. John Property to a general commercial services-mixed use-vertical mixed use building-neighborhood plan (CS-MU-V-NP) combining district and Future Land Use Map changes to Mixed Use land use.

Years of community participation and the recent steps by City Council and city staff show a true commitment to partner with builders who can successfully deliver on these community needs. We invite you to become our partner on this one-of-a-kind opportunity to contribute to a long-neglected part of Austin's east side and to create a place that will serve Austinites now and for generations to come.

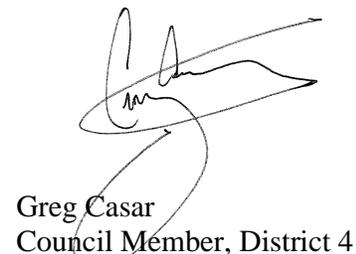
Sincerely,



Spencer Cronk
City Manager



Steve Adler
Mayor



Greg Casar
Council Member, District 4

A. INTRODUCTION AND PURPOSE

I. Introduction and Purpose

The City of Austin, Texas (City), through its Economic Development Department, seeks to sell or lease its 19-acre St. John site located along Interstate 35. The site falls inside the “triangle”, an area of northeast Austin also bounded by U.S. Highways 290 and 183. The site was originally acquired by the City with general obligation bonds for new public safety facilities, which the City no longer envisions for this location. In December 2017, Austin City Council passed [Resolution No. 20171207-058](#) directing the City Manager to work with the community on a new vision for the St. John site that could better serve the neighborhood. The City and surrounding community now envision an innovative, catalytic mixed-use project that improves the quality of life for neighborhood residents. On July 29th, 2020, Austin City Council passed Resolution [20200729-083](#), affirming this new vision with the understanding that the project may need to utilize viable financing sources as outlined in the Economic Development Department June 24, 2020, report to Council (See Section G – Exhibits). This resolution further initiated the rezoning and amendment to the Future Land Use Map (FLUM) for the two properties – the former Home Depot site from neighborhood plan (P-NP) to general commercial services-mixed-use-neighborhood plan (CS-MU-NP) and the former automotive site from limited office-mixed use-neighborhood plan (LO-MU-NP) to general commercial services-mixed used-vertical mixed use building-neighborhood plan (CS-MU-V-NP). This rezoning will take place at a future date to be determined. The City is seeking Proposals from real estate developers and development teams (collectively a “Proposer”) that are consistent with Austin’s values and enhance the cultural and economic vitality of the St. John Neighborhood.

This Request for Proposals (RFP) is designed to harness the creativity of the market to provide significant community benefits to the St. John site with different uses than had originally been envisioned when the site was purchased. While the site can be developed for a variety of commercial and residential uses, three key policy goals for the site have been established:

- The site will be a mixed-income, mixed-use district with affordable housing, particularly accessible to current and past residents of the neighborhood;

- The site will provide open space for recreation and congregation; and
- The site will provide space for community retail and support services that are needed in the St. John neighborhood.

The large size of the site should allow for accommodation of the amenities listed above as well as other potential uses. Critically, the City requires upfront payment to defease the general obligation bonds associated with the 2006 Bond Program (Proposition 7) that were used to acquire the properties. As of the issuance of this solicitation, this amount is \$10,793,375.

If accepted by Council, the successful Proposer and the City (parties) will then negotiate, in good faith, terms for the parties to move forward and will clarify the parties’ 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. These include the minority-owned and women-owned business enterprise procurement program, standards for demolition of commercial buildings, and Third-Party agreements, which incorporate payment of a living wage, ensuring worker safety, and project sustainability. City staff expects to recommend a Proposer for exclusive negotiations to City Council in the Spring of 2021.

The process and factors used for evaluation of Proposals are further described in the “Required Proposal Submittals” section of this solicitation package. The City will make information regarding this solicitation available to prospective bidders 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"> • Explore innovative development proposals that increase the area’s supply of mixed-income housing, open space, and community uses. • Develop the site in a manner that supports Austin values. • Maximize value to the City and its taxpayers through cash and/or in-kind contributions.

Site:	906 E. Saint Johns Avenue (former Home Depot) at approximately 13.8 acres and 7211 N. I-35 (former automotive dealership) at approximately 5.2 acres. Jointly, the St. John site sums to approximately 19.0 acres of developable property.
Program:	The City is seeking highest value that creates: 1) a new mixed-income, mixed-use district with affordable housing (50% or more of the total units), 2) enhanced open space for recreation and congregation, and 3) space for community retail and support services specific to the St. John neighborhood.
Approach:	<p>Proposer to do one of the following:</p> <ul style="list-style-type: none"> • Purchase the property at maximum value that addresses community priorities. • Lease the property either through a fully capitalized ground lease or ground lease with ongoing payments. • 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. <p>In all cases, Proposer shall:</p> <ul style="list-style-type: none"> • Offer land purchase, lease, or other compensation in an amount not less than the remaining bond debt on the site (\$10,793,375). • Lead all regulatory processes including, but not limited to: site development and building permits, parkland dedication, and attainment of Certificates of Occupancy. The City may initiate and lead any zoning changes required for the selected development concept with selected Proposer’s cooperation and participation.
Selection:	Based on evaluation factors listed in Section E – Required Proposal Submittals, a multi-disciplinary evaluation panel will make recommendation(s) to City Council for selection.

B. OVERVIEW OF THE SITE

Located at the nexus of North Central and Northeast Austin, the St. John site consists of two adjacent city-owned properties at the northeast intersection of St. Johns Avenue and Interstate-35. The first tract is a former Home Depot site with an area of approximately 13.8 acres. The second tract is a former automotive dealership site with an area of approximately 5.2 acres. The Home Depot tract was originally acquired for the purposes of siting new public safety facilities, but has remained underutilized as a general City of Austin storage facility. The Home Depot tract is zoned Public (P), while the Chrysler tract is zoned General Commercial-Mixed Use (CS-MU-NP). A recent Council Resolution (2020729-083) has initiated rezoning to general commercial services-mixed-use-neighborhood plan (CS-MU-NP) and general commercial services-mixed used-vertical mixed use building-neighborhood plan (CS-MU-V-NP). The site is located within the St. John Neighborhood Planning Area.

The site has strong accessibility to three major U. S, highways: Interstate-35 which it fronts, Hwy 183, and Hwy 290. In addition to strong freeway frontage visibility and accessibility, it is located within a major hospitality cluster with a spectrum of hotels within the immediate area. The site also sits at the approximate midpoint between downtown Austin and a large employment center located off of Parmer Lane, 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, technology and professional services, 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 St. John 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 and 4.5 million square feet of commercial space.

The Highland Mall redevelopment is the most substantial project in close proximity to the St. John site, occurring just within a few blocks. This redevelopment of a former mall into a higher-density, mixed-use complex anchored by Austin Community College 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 is served

by the Highland MetroRail station, which like the Crestview MetroRail station, is within a mile and half of the St. John site.

One mile west of the St. John site is Midtown Commons, the transit-oriented development tied to the Crestview MetroRail Station at the intersection of St. Johns Avenue, Lamar Boulevard, and Airport Boulevard. The project currently includes 850 multifamily apartments, 459 townhomes, and retail and office space housing personal services, a brewpub, film studios, a small grocer, and restaurants. Additional multifamily housing is under construction in that area as well. The St. John site is linked directly to Midtown Commons through St. Johns Avenue, which runs adjacent to the site, crossing over Interstate-35 and ending in the heart of the Midtown Common development. St. Johns Avenue is serviced by new high-frequency bus service that travels between the St. John site and Crestview Station every 15 minutes as well as an “all ages and abilities” bicycle facility.

Given these location advantages and the region’s thriving economy, the City recognizes the St. John site’s potential for market-driven development. However, it is also critical that the site’s redevelopment benefit the neighboring community. The St. John community was initially built in the late 1800s as an African-American freedman neighborhood and in recent decades has evolved to a majority Hispanic neighborhood. Throughout this evolution the St. John neighborhood has continued to be underserved by City services and amenities and in recent years has become subject to market pressures that may accelerate displacement of long-time residents and institutions. For these reasons, City Council has adopted several resolutions to advance the study of utilizing this City-owned property to create benefits for the local community, first in [Resolution 20171207-058](#) on December 7, 2017 and then in [Resolution 20190606-098](#) on June 6, 2019. These resolutions resulted in the retention of a team of researchers from the University of Texas to conduct community engagement and planning for the St. John site, with a [report](#) of community priorities, site conditions, and conceptual programming responses published in early 2020 (the “UT Study”). The UT Study includes extensive information regarding the history of the site and its surrounding neighborhood, local demographic trends, infrastructure and other site conditions (See Section G – Exhibits).

C. PROJECT GOALS

The successful Proposal will demonstrate market feasibility and meet critical affordable housing needs for this area of Austin, as well as uphold Austin's values of sustainability and innovation. The City envisions a mixed-use development that includes mixed-income housing and strengthens the fabric of the surrounding area. 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.

Key Policy Goals

The successful Proposer will address the following key policy goals:

1. Open Space

- Redevelopment should include active and community-accessible green space. Options for splash pad, walking trails, community gardening, an active boulevard, and amenities for families and children should be explored.

2. Mixed-Income Housing

- At least half of the total housing units must be affordable, with more preferred.
 - a. Affordability should be provided for all housing types offered at the site, including rental and ownership units.
 - b. An affirmative marketing plan should be included and presented to the City to ensure residents become aware of affordable housing opportunities. Following selection by the City, the Proposer should expect to work with the City to connect with local community organizations to ensure that community groups, especially those with ties to the St. John community, participate in the affirmative marketing. The affirmative marketing should focus on communities that may not know about affordable housing opportunities, including families who have been displaced from Austin and families who speak a language other than English as their first language.
 - c. A significant number of affordable units should be multi-bedroom and family-friendly.

- d. The developer should work with the City on an affordable housing preference policy to ensure that those at risk of displacement, or other qualified residents, have priority for affordable units.

3. Community Benefits

- Redevelopment must highlight and respect the history of the St. John neighborhood.
- Redevelopment shall include community retail space for local vendors in support of the City's complete communities goal.
- Redevelopment should identify and include space that could potentially accommodate local non-profits that support our diverse community, especially for workforce and youth development.
- Construction shall follow Better Builder Standards, prevailing wage rules, the City's Construction Training Program, and the City's MBE/WBE programs.
- Proposed redevelopment should make best use of the community input received, it should serve people who live within the site and the nearby community and feel a part of the community. The Proposer should consider:
 1. Community input from the last two years, including the UT Study conducted by the University of Texas,
 2. Environmental considerations, including pollution mitigation given the site's proximity to highway infrastructure,
 3. Ensuring the development connects to the existing urban landscape and,
 4. Ways to transform site constraints into site assets, such as the site's topography.
- Proposer should demonstrate how the project can support the surrounding community, including area schools and ways to reduce further displacement.
- Proposers should review the UT Study and demonstrate their understanding of the site's conditions and context. (Note: The specific design and programming concepts explored in the UT Study are illustrative only, and meant to test fit ideas rather than prescribe any particular outcomes.)

Financial Goals

In addition to these key policy goals for affordability, placemaking, and community benefits, the City has financial obligations that must be met through disposition of the site. After the Home Depot was closed in 2008, the City purchased the former Home Depot property the same year using the 2006 general obligation bond series (Ordinance No. 20060824-006). In 2013, the City purchased the adjacent Chrysler property using the same funds. At the time of acquisition, the City intended to use the properties for new public safety facilities, but those public uses are no longer envisioned at this location.

Redevelopment of the St. John site will need to cover the City's outstanding bond payment obligation of \$10,793,375, therefore the Proposer must be willing to participate with upfront funds to defease remaining bond debt on the site. The City understands that this acquisition cost requirement impacts the project's feasibility, and will work with the selected Proposer during the negotiation period to identify other possible City resources that can offset this and other necessary project expenditures through financial commitments to create a viable project. Examples of potential funding sources that have been used for other City of Austin public-private partnerships include Tax Increment Financing, Chapter 380 Agreements, Public Improvement Districts, the Affordable Housing Trust Fund, and Certificates of Obligation for public infrastructure, among others.

Proposers are asked to factor this minimum acquisition cost into their financial proposals, as well as preliminary indicators of the type and magnitude of any City or other governmental funding that may be required to achieve a financially feasible project. 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 Proposer 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.

D. INSTRUCTIONS

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



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. Companies receiving the initial notice are automatically subscribed. 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). 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 a 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:

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 listed on the Solicitation Cover Page and shall be received no later than 5:00 PM CST on December 4th, 2020. 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 and will be determined at the City's discretion based on health advisories. Attendance at the Pre-Response Meeting and/or possible 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 a 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 a 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:

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. 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:

Deliveries by US Mail	Deliveries by Courier Services (e.g., Fedex, UPS, etc.) and In-Person Deliveries
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 th 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
- 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 .

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 the 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 the Evaluation Factors listed in the Required Proposal Submittals section, Section E 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 a 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 8th 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 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.
- 8.4 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.
- 8.5 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.
- 8.6 Your protest shall be concise and presented logically and factually to help with the City's review.
- 8.7 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.
- 8.8 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.
- 8.9 A decision will usually be made within fifteen (15) calendar days after the hearing.
- 8.10 The City will send you a copy of the hearing decision after the appropriate City staff has reviewed the decision.
- 8.11 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.

E. REQUIRED 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 & 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, office square footage, parking, etc.), including projected net and gross densities per gross acre for the project.
- 10.2.3 Open Space Program.** The community has identified active and community-accessible green space as key goal for the site. Proposals must include a description and graphics indicating how open space will be enhanced, expanded, and provided as an amenity for existing neighborhood residents in addition to occupants of new development on the site. As

part of this description, evaluators will also consider how the Proposal has explored the inclusion of community identified amenities such as a splash pad, walking trails, community gardening, an active boulevard, and spaces for families and children as part of the overall approach to addressing open space.

10.2.4 Zoning and Other Development Issues. On July 29th, 2020, Austin City Council passed Resolution [20200729-083](#), which initiated the rezoning and amendment to the Future Land Use Map (FLUM) for the two properties – the former Home Depot site from neighborhood plan (P-NP) to general commercial services-mixed-use-neighborhood plan (CS-MU-NP) and the former automotive site from limited office-mixed use-neighborhood plan (LO-MU-NP) to general commercial services-mixed used-vertical mixed use building-neighborhood plan (CS-MU-V-NP). If Proposer is requesting alternative zoning categories, the Proposer should identify their preferred zoning category and describe why it is 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 two pages that describes the overall concept and community benefits as well as conceptual renderings. The narrative for community benefits should at a minimum address the proposed Affordable Housing, Open Space, and Community Benefits Program for the site. 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 Community Benefits including Affordable Housing

10.3.1 Affordable Housing Program – The community has identified mixed-income housing as a key component of future development for the St. John site. Proposals must provide a narrative describing their proposed Affordable Housing Program and include detail on how to

integrate housing for a range of income levels 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.

10.3.1.1 The Proposal must set aside at least 50% of the development's total units as affordable for a minimum of 40 years for rental and 99 years for ownership units. At a minimum, rental units shall be made affordable at 60% of MFI and ownership units shall be made affordable at 80% of MFI. If utilizing a City of Austin program that meets the minimum 50% of total unit set aside, but differs in affordability percentage and term, include a description of how the proposed Affordable Housing Program complies with the requirements of that program.

10.3.1.2 Evaluators will also consider how the proposed Housing Program advances the City's [Strategic Housing Blueprint](#).

10.3.2 Other Community Benefits. In addition to mixed-income housing and quality open space, spaces which can support both the diversity of nearby residents while working towards a complete community have been identified as a key community goal. This includes providing space that can accommodate retail for local vendors and the potential for local non-profits such as workforce training and youth development. Proposals must provide a narrative describing an implementation strategy to incorporate the uses stated above as well as the potential to accommodate other community benefits including, but not limited to, the areas of quality child care, small and local business participation, health care, healthy food purveyors, and support for music, film, and cultural arts.

10.3.2.1 The Implementation Strategy must highlight any assistance, in place or planned, from the City and other public or non-profit entities, outline strategies necessary to achieve the benefits, and identify any physical amenities or programmatic elements that would serve to benefit both the project and the larger Austin community. If the Proposal includes financial benefits (to the extent supported by project finances) to the community, please describe in this section. Identification of specific local non-profits or community entities will not be considered as part of the evaluation of the Implementation Strategy.

10.3.2.2 Evaluators will also consider how the Proposal highlights and respects the history of the St. John neighborhood and supports the surrounding community, including area schools and the prevention of further displacement of residents.

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 (See Section G – Exhibits). 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 – Describe how pre-development costs such as, but not limited to, timing of planning, design, engineering, and entitlement of the project will be addressed. This section of the Pro Forma will be scored as pass/fail based on the Proposer’s ability to show capacity to assume pre-development costs.

10.4.2.2 Infrastructure Expenses – Expected costs and timing of site preparation and infrastructure.

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.

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 payment of \$11 million for City expenses related to the site including defeasing the remaining general obligation bond debt.

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 Section G – Exhibits for pro forma 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, retail, and/or office; partnerships and/or negotiations with public agency landowners; 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 provide 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, including major consultants to be involved in the planning and implementation of the development, that demonstrates the assigned personnel are experienced in executing

similar projects. This should include resumes of assigned staff including project roles, 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 Factors. See Section D-Instructions, Part 6 - Evaluation of Proposals, for more detailed information.

RFP Section	RFP Evaluation Factors	Maximum Points
Section 10.2.6	Public Information Packet	Pass/Fail
Section 10.4.2.1	Predevelopment Expenses	Pass/Fail
Section 10.2	Project Concept and Strategy	
	TOTAL	25
Section 10.3	Community Benefits including Affordable Housing	
	10.3.1 - Affordable Housing Program	13
	10.3.2 – Other Community Benefits	12
	TOTAL	25
Section 10.4	Financial Proposal	
	TOTAL	25
Section 10.5	Proposer Experience & Management Plan	
	TOTAL	25
	TOTAL POINTS	100

Interviews and/or presentations, Optional. Interviews or presentations may be conducted at the sole discretion of the City. Maximum 25 points

F. 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 Proposal or potential Proposal or 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, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. 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 SMW3005

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon’s Texas Statues 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: _____



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

G. EXHIBITS

1. St. John/Coronado Hills Combined Neighborhood Plan
2. St. John/Coronado Hills Combined Neighborhood Planning Area – Future Land Use Map
3. City of Austin Council Resolution 20071129-015
4. City of Austin Council Resolution 20171207-058
5. City of Austin Council Resolution 20190606-098
6. City of Austin Council Resolution 20200729-083
7. City of Austin Council Resolution 20200729-083, Exhibit 'A'
8. Bond Election Ordinance No. 20060824-006
9. 2006 Bond Election Brochure
10. Economic Development Department Final Report to Council (06/24/2020)
11. Revitalization Strategies: Policies and Processes for Transformation in the St. John Neighborhood – University of Texas (“UT Study”)
12. Affordability Unlocked Ordinance No. 20190509-027
13. Affordability Unlocked Applicant Guide
14. Former Home Depot Site – Special Warranty Deed
15. Former Home Depot Site – Title Commitment
16. Former Home Depot Site – Environmental Site Assessment, Phase I Report
17. Former Home Depot Site – Environmental Site Assessment, Memo
18. Former Home Depot Site – Site Plan
19. Former Chrysler Site – Special Warranty Deed
20. Former Chrysler Site – TCEQ Release Determination Report
21. Former Chrysler Site – Environmental Site Assessment, Phase I + Phase II Report
22. Letter of Support
23. Pro forma Template
24. St. John Site Map
25. St. John Long Range Planning Map
26. St. John Contours-Watershed Map
27. St. John Drainage Infrastructure Map
28. Former Chrysler Site – Phase II LSI Report