

REQUEST FOR QUALIFICATIONS

FOR

Project Management Services for Mexic-Arte Museum

CLMP121

ISSUE DATE: December 6, 2012

RESPONSES DUE: January 11, 2013

PRIOR TO: 3:00 PM

DELIVER TO:

**CONTRACT MANAGEMENT DEPARTMENT
CONTRACT PROCUREMENT DIVISION
ATTN: Kevin Benson**

**105 W. RIVERSIDE DR., SUITE 210
AUSTIN, TEXAS 78704**



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City of Austin

Founded by Congress, Republic of Texas, 1839

Contract Management Department, PO Box 1088, Austin, Texas 78767 Telephone 512/974-7181 Fax 512/974-7297

December 6, 2012

Re: Announcement
Request for Statements of Qualifications (RFQ): Project Management Services for Mexic-Arte Museum
Solicitation Number: CLMP121

The Mexic-Arte Museum, through the City of Austin's Contract Management Department, is requesting statements of qualifications from professional architectural and engineering firms for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m., Friday, January 11, 2013** at 105 W. Riverside Drive, Suite 210, Austin, TX 78704. All SOQs not received and stamped prior to the date and time set forth above will not be accepted for consideration. The time stamp clock in the Suite 210 Reception Area is the time of record and is verified daily with the local time service. The selection process for this project is anticipated to be completed in March 2013.

A pre-response meeting will be held beginning at **1:30 p.m., Monday, December 17, 2012**, at Mexic-Arte Museum, 419 Congress Avenue, Austin, TX 78701. The purpose of the meeting will be to respond to consultants' questions about the project and the procurement process. Attendance at the meeting is not a requirement for selection; however, meeting minutes will not be issued.

All prime firms and subconsultants must be registered to do business with the City of Austin prior to the RFQ response due date. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the City of Austin's online Vendor Registration system. Log on to www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

A Request for Statements of Qualifications (RFQ) for these services is available which provides project background and requirements for submittal. For a copy of the RFQ, log on to Vendor Connection at www.austintexas.gov/financeonline. The complete RFQ packet is located as an attachment under the solicitation CLMP121. Copies may also be obtained at the Contract Management Department, Plan Room, 505 Barton Springs Rd., Suite 760, Austin, TX 78704. The authorized contact persons for this solicitation are David Smythe-Macaulay, Project Manager at (512) 974-7152 or Kevin Benson, Buyer II at (512) 974-6203. Please contact David Smythe-Macaulay for all project related questions and me for any RFQ procurement process questions.

Sincerely,

Kevin Benson, Buyer II
Contract Management Department
Contract Procurement Division

cc: David Smythe-Macaulay, Project Manager, PWD



REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

The following is a summary of information for this Solicitation. The Consultant is cautioned to refer to other sections of this Request for Qualifications (RFQ) packet for further details.

The Mexic-Arte Museum, through the City of Austin's Contract Management Department, is requesting Statements of Qualifications (SOQs) from professional architectural and engineering firms for the above-noted project.

Submittals will be received at 105 W. Riverside Drive, Suite 210 Austin, Texas 78704, Contract Management Department.

ALL SUBMITTALS ARE DUE ON: Friday, January 11, 2013 PRIOR TO 3:00 PM

ATTENTION: Kevin Benson

ALL SUBMITTALS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in the **SUITE 210** Reception Area is the time of record and is verified daily with the local time service (512-476-7744). The qualification statement evaluation criteria for this project are included in this packet for your information. The selection process for this project is anticipated to be completed in March 2013.

All prime firms and subconsultants must be registered to do business with the City of Austin prior to the RFQ response due date. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the City of Austin's on-line Vendor Registration system. Log on to the following link and follow the directions:

https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program (Chapter 2-9-B of the MBE/WBE Ordinance, revised June 15, 2006). The program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) opportunity to participate in all City contracts. Information on achieving the MBE/WBE participation goals or documenting good faith efforts to achieve the goals is contained in the MBE/WBE Procurement Program Package included in this RFQ packet. Entities submitting statements of qualifications are required to complete and return the MBE/WBE Compliance Documents with their response.

The selected consultant will be required to execute a professional services with a professional services agreement with the Mexic-Arte Museum. Prior to contract execution, the selected firm must submit either their existing or an updated personnel policy (on letterhead) documenting conformity with City Code, 5-4, § 5-4-2. If the Consultant does not submit a copy of their personnel policy incorporating the non-discrimination policy, the company will not be in compliance and the Museum will exercise its option to cease contract negotiations.

The selected consultant shall carry insurance in the following types and amounts for the duration of the Agreement, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof:

- Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat.) and minimum policy limits for Employers' Liability Insurance of \$500,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$500,000 bodily injury by disease each employee. The firm'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 WC 420304.
 - (b) 30 day Notice of Cancellation, form WC 420601.
- Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Agreement and all contracts relative to this project.
 - (b) Independent Contractors coverage.
 - (c) City of Austin listed as an additional insured, endorsement CG 2010.
 - (d) 30 day Notice of Cancellation in favor of the City of Austin, endorsement CG 0205.
 - (e) Waiver of Transfer Right of Recovery Against Others in favor of the City of Austin, endorsement CG 2404.
- Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation endorsement TE 2046A.
 - (b) 30 day Notice of Cancellation endorsement TE 0202A.
 - (c) Additional Insured endorsement TE 9901B.
- Professional Liability Insurance with a minimum limit of \$ 1,000,000 per claim and in aggregate 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 committed or alleged to have been committed with respect to estimates, schedules, analyses, reports, surveys, designs or specifications prepared or alleged to have been prepared by the assured. Coverage, including any renewals, shall have a retroactive date coincident with or prior to the date of the Agreement. The consultant shall provide the City of Austin annually with a certificate of insurance as evidence of such insurance. The policy shall provide for 30 day notice of cancellation in favor of the City of Austin. The consultant shall provide a discovery period on professional liability policies that is commensurate with the warranty period of the project.

Should you have any questions concerning the information included in this RFQ, please attend a pre-response meeting on Monday, December 17, 2012 at 1:30 p.m. at 419 Congress Avenue, Austin, TX 78701. Attendance at the meeting is not required; however, meeting minutes will not be issued.

Thank you for requesting the RFQ and your interest in the City of Austin. For information about other professional services procurement actions of this office, please visit us at https://www.austintexas.gov/financeonline/vendor_connection/index.cfm.

AUTHORIZED CONTACT PERSONS

PROJECT MANAGER: David Smythe-Macaulay telephone (512) 974-7152

email: david.smythe-macaulay@austintexas.gov

BUYER II: Kevin Benson telephone (512) 974-6203

email: kevin.benson@austintexas.gov

END



INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

I. Preparation of Response

- a. **Request for Qualifications (RFQ) Response Forms.** Enclosed are the RFQ response forms which are to be completed and returned as part of your firm's response. Please use the enclosed current forms and organize your response in the order in which the forms are presented in the Table of Contents. Please submit **one (1) original and eight (8) copies plus one (1) copy on CD or flash drive** of the RFQ response. Wherever used, "page" refers to single-sided, single spaced, 10-point minimum font printed on 8 ½ x 11 inch pages. Sections should be divided by tabs for ease of reference.

Responses sent to the City of Austin are subject to disclosure pursuant to Open Records Act, Government Code, Chapter 552.

- b. **Disclosure of Proprietary Information.** All materials submitted to OWNER become public property and are subject to the Texas Public Information Act, Government Code Chapter 552, upon receipt. If Consultant does not desire proprietary information in the Proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. OWNER 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.
- c. **Further Information.** Information may be secured by contacting the authorized contact persons listed in the RFQ. Persons desiring further information or interpretation of the solicitation requirements shall make a written request for such information to OWNER no later than seven (7) working days before submittal due date and time. Interpretation of Solicitation Documents will be made by Addendum or Clarification and a copy of each document will be emailed to each person to whom has obtained a RFQ packet. The addendum or clarification will also be available through the City's Vendor Connection.
- d. **Anti-Lobbying and Procurement.** Entities submitting statements of qualifications, including their agents and representatives, shall not undertake any activities or actions to promote or advertise their statement of qualifications to any member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations between the statement of qualifications submission date and award by City Council. Any violation of this provision may result in disqualification of the entity. Entity shall execute by signature the following Entity's Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying and return the signed affidavit with their statement of qualifications. The Affidavit form is Form 4 under Proposal Forms. Article 6, Chapter 2-7, Austin City Code, prohibits lobbying activities or

representations by the Consultant between the date that the Request for Qualifications (RFQ) is issued and the date of contract execution. The text of the pertinent City Ordinance may be viewed at the following link:

<http://www.cityofaustin.org/edims/document.cfm?id=161145>.

(1) Definitions

- (A) "Authorized Contact Person" means the Project Manager listed in the Cover Letter of the RFQ, or other persons specifically named and designated in the RFQ as the contact for questions and comments regarding the RFQ.
- (B) "Completed Project" - The City will consider a project complete when:
 - a) The specified discipline for which you are working has been completed; or,
 - b) All phases or scopes of work have been completed
- (C) "No-Contact Period" means the period of time from the date the RFQ is issued until a contract is executed. If the City withdraws the RFQ or rejects all responses with the stated intention to reissue the same or a similar RFQ for the same or similar project, the no-contact period continues during the time period between the withdrawal and reissue.
- (D) Project Manager - The City defines a project manager as an individual in the prime firm who:
 - i. Sets deadlines, assigns responsibilities, and monitors and summarizes progress of the project.
 - ii. Has the responsibility of the planning, execution, and closing of a project.
 - iii. Is responsible for accomplishing the stated project objectives.
 - iv. Leads project meetings to collect and disseminate information pertaining to project.
 - v. Coordinates the collection and dissemination of information between/within the company and Museum.
 - vi. Manages all aspects of the project, including subconsultants.
- (E) Project Principal - The City defines a project principal as an individual in the prime firm who:
 - i. Has executive oversight of projects.
 - ii. Has the authority to remove the PM, PE or PA assigned to this project.
 - iii. Has the authority to secure additional resources to the project.
- (F) Project Professional - The City defines a project professional as an individual in the prime firm who:
 - i. Serves as lead Engineer, Architect, Landscape Architect, Planner or other professional on the proposed team who designs and develops project specifications.
 - ii. Creates, reviews and provides resolution of technical specifications.
 - iii. Directs other professional activities.

- iv. Is responsible for the preparation of probable construction cost estimates.
- v. Has all required licenses, certifications or registrations at the time of submittal

(G) "Response" means a statement of qualifications.

(H) "Respondent" means a person responding to a City solicitation including a bidder, a quoter, responder, or a proposer. The term "respondent" also includes:

- (i) an owner, board member, officer, employee, contractor, subsidiary, joint enterprise, partnership, agent, lobbyist, or other representative of a respondent;
- (ii) a person or representative of a person that is involved in a joint venture with the respondent, or a subconsultant in connection with the respondent's response; and
- (iii) a respondent who has withdrawn a Response or who has had a Response rejected or disqualified by the City.

(I) "Representation" means a communication related to a response to a council member, official, employee, or City representative that is intended to or that is reasonably likely to:

- (i) provide information about the Response;
- (ii) advance the interests of the Respondent;
- (iii) discredit the Response of any other respondent;
- (iv) encourage the City to withdraw the RFQ;
- (v) encourage the City to reject all of the responses;
- (vi) convey a complaint about a particular response; or
- (vii) directly or indirectly ask, influence, or persuade any City official, City employee, or body to favor or oppose, recommend or not recommend, vote for or against, consider or not consider, or take action or refrain from taking action on any vote, decision, or agenda item regarding the solicitation.

(J) "Museum" means Owner for contract documents. "City" means Owner for procurement documents.

(K) "Museum" means Mexic-Arte Museum, a Texas Non-profit Corporation.

(2) Restrictions on Contacts

(A) During a no-contact period, a Respondent shall make a representation only through the authorized contact person.

(B) During the no-contact period, a Respondent may not make a representation to a City official or to a City employee other than to the authorized contact person.

This prohibition also applies to a vendor that communicates and then becomes a Respondent.

- (C) The prohibition of representation during the no-contact period applies to a representation initiated by a Respondent, and to a representation made in response to a representation initiated by a City official or a City employee other than the Authorized Contact Person.
 - (D) If the City withdraws an RFQ or rejects all Responses with a stated intention to reissue the same or similar RFQ for the same or similar project, the no-contact period shall expire after the ninetieth day after the date the RFQ is withdrawn or all Responses are rejected if the RFQ has not been reissued during the 90-day period.
 - (E) For a single vendor award, the no-contact period shall expire when the first of the following occurs: contract is executed or solicitation is cancelled
 - (F) For a multiple vendor award, the no-contact period shall expire when the last of the following occurs: all contracts are executed, negotiations have been fully terminated, or the ninetieth day after the solicitation is cancelled.
 - (G) The purchasing officer or the director may allow respondents to make representations to city employees or city representatives in addition to the authorized contact person for a solicitation that the purchasing officer or the director finds must be conducted in an expedited manner; an expedited solicitation is one conducted for reasons of health or safety under the shortest schedule possible with no extensions. The purchasing officer's or director's finding and additional city employees or city representative who may be contacted must be included in the solicitation documents.
 - (H) Representation to an independent contractor hired by the City to conduct or assist with a solicitation will be treated as representations to a City employee.
 - (I) A current employee, director, officer, or member of a respondent, or a person related within the first degree of consanguinity or affinity to a current employee, director, officer or member of a respondent, is presumed to be an agent of the respondent for purposes of making a representation. This presumption is rebuttable by a preponderance of the evidence as determined by the purchasing officer or director.
 - (J) A respondent's representative is a person or entity acting on a respondent's behalf with the respondent's request and consent. For example, a respondent may email their membership list and ask members to contact council members on the respondent's behalf. The members are then acting per respondent's request and with their consent, and the members have become respondent representatives.
- (3) Permitted Representations
- (A) If City seeks additional information from respondent, the Respondent shall submit the representation in writing **only** to the authorized contact person. The contact

person will then distribute the written representation in accordance with the terms of the RFQ. A Respondent cannot amend or add information to a Response after the Response deadline.

- (B) If respondent wishes to send a complaint to the City, the respondent shall submit the complaint in writing only to the authorized contact person. The authorized contact person will then distribute a complaint regarding the process to members of the City Council or members of the City board, to the director of the department that issued the solicitation, and to all respondents of the RFQ. However the director shall not permit distribution of any complaint that promotes or disparages the qualifications of a respondent, or that amends or adds information to a response. A determination what constitutes promoting or disparaging the qualifications of a respondent or constitutes amending or adding information is at the director's sole discretion.
- (C) If a Respondent submits a written inquiry regarding an RFQ, the authorized contact person will provide a written answer and distribute both the inquiry and answer to all Respondents on the RFQ.
- (D) If a Respondent does not receive a response from the authorized contact person, the Respondent may contact the director as appropriate.
- (E) A respondent may ask a purely procedural question, for example a question regarding the time or location of an event or where information may be obtained, of a City employee other than the authorized contact person. No suggestions or complaints about the contract process that constitute a representation to a City employee is allowed. A respondent may not ask a procedural question to a Council member, a council member's aide, or of a City board member except in a meeting held under the Texas Government Code, Chapter 551 (Open Meetings Act).
- (F) The Anti-Lobbying ordinance allows representations:
 - (1) made at a meeting convened by the authorized contact person, including meetings to evaluate responses or negotiate a contract;
 - (2) required by protest procedures for vendors;
 - (3) made at a protest hearing;
 - (4) provided to the Small & Minority Business Resources Department in order to obtain compliance with the MBE/WBE Procurement Program Ordinance;
 - (5) made to the City Risk Management coordinator about insurance requirements for a solicitation;
 - (6) made public at a meeting held under the Open Meetings Act; or
 - (7) made from a respondent's attorney to an attorney in the Law Department in compliance with Texas Disciplinary Rules of Professional Conduct.

- (G) Nothing in the Anti-Lobbying Ordinance prohibits communications regarding the solicitation between or among City official or City employees acting in their official capacity.
- (H) A contribution or expenditure defined in Chapter 2-2 (Campaign Finance) is not a representation.
- (4) Contract Voidable. If a contract is awarded to a Respondent who has violated these Anti-Lobbying & Procurement provisions, the contract is voidable by the Owner.
- (5) Debarment. If a Respondent has been disqualified under these provisions more than two times in a sixty month period the purchasing officer shall debar the responder from responding for a period not to exceed three years, provided the Respondent is given written notice and a hearing in advance of the debarment.

II. Rejection of Proposals

OWNER reserves the right to reject any or all responses received for this RFQ and to waive any minor informality in any submittal or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Consultants).

I. The following will cause your firm to be deemed non-responsive:

- Prime firm is not a registered vendor with the City of Austin at the time of submittal.
- Form 2 – Affidavit of Authentication is not included with original signature and notarized.
- Form 3 – Prime Firm's EEO Program and Title VI Assurances is not included with original signature certifying firm conforms to City Code 5-4-2.
- Form 4 - Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying is not included with original signature and notarized.
- Form 5 - Affidavit of Availability is not included with original signature and notarized.
- Form 6 – Affidavit of Contract Execution is not included with original signature and notarized.
- The required Key Personnel do not have a current license/registration in the State of Texas at the time of submittal.
- The required Key Personnel are not employed by the prime firm as stated in the evaluation criteria.
- Failure to submit MBE/WBE or DBE Compliance Plan in accordance with the MBE/WBE Procurement Program Package or DBE Procurement Program Package.

-
- Failure to provide a response to one or more of the Consideration Items.
 - Failure to have an authorized agent of the Proposer attend the mandatory Pre-Response Meeting, if applicable.
 - Statement of Qualifications (SOQs) received from a Proposer who has been debarred or suspended by OWNER's Purchasing Officer.
 - SOQs received from a Proposer when Proposer or principals are currently debarred or suspended by Federal, State or City governmental agencies.
 - Response failed to show the prime firm performing the plurality of the services.

II. The following may cause your firm to be deemed non-responsive:

- Prime firm and/or subconsultants did not provide the number of projects required for an evaluation criteria item.
- Exceeding the maximum number of page limitations in any of the sections designated.
- Including projects that have not been completed within the specified time period.
- Combining forms.
- Failure to use the current City of Austin forms.
- Failure to acknowledge receipt of Addenda on Form 1 – Prime Firm General Information.
- Listing a subconsultant's qualifications in the body of the SOQ, yet failing to list the subconsultant on the compliance plan.

III. Release of Information

Under Texas law, information relating to this Solicitation may be kept confidential until a contract has been executed. OWNER shall not release information relative to this Solicitation during the proposal evaluation process or prior to contract award, except as otherwise required by law.

IV. Award and Execution of Contract

Contract Management Director shall submit recommendation for award to the City Council for those project awards requiring City Council action. Contract will be signed by Museum designee after award and submission of required documentation by consultant. Contract will not be binding upon OWNER until it has been executed by both parties. OWNER will process the Contract expeditiously. However, OWNER will not be liable for any delays prior to the award or execution of Contract. The consultant must adhere to the terms stated in Form 6 – Affidavit of Contract Execution.

Upon contract award, the selected consultant must submit either their existing or an updated personnel policy (on letterhead) documenting conformity with City Code, Chapter 5-4, § 5-4-2. If the company does not submit a copy of their personnel policy incorporating the non-discrimination policy, the company will not be in compliance and will not receive a contract award.

V. Protest Procedures

The OWNER's Contract Management Director has the authority to settle or resolve any claim of an alleged deficiency or protest. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Contract Management Director may dismiss your complaint or protest.

Prior to Solicitation Due Date: If you are a prospective Respondent and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the Solicitation is due, you must notify the City in writing, through the authorized contact person, of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Solicitation Due Date.

After Solicitation Due Date: If you submit a response to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process or the recommended award as follows:

1. You must file written notice of your intent to protest within four (4) calendar days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
2. You must file your written protest within fourteen (14) calendar days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Solicitation was due. If you know of the facts before that date, you must notify the City as stated above.
3. You must submit your protest in writing, through the authorized contact person, and must include the following information:
 - a. your name, address, telephone, and fax number;
 - b. the solicitation number and the CIP number, if applicable;
 - c. a detailed statement of the factual grounds for the protest, including copies of any relevant documents.
4. Your protest must be concise and presented logically and factually to help with the City's review.
5. When the City receives a timely written protest, the Contract Management Director will determine whether the grounds for your protest are sufficient. If the Contract Management Director decides that the grounds are sufficient, the Contract

Management Department will schedule a protest hearing, usually within five (5) working days. If the Contract Management Director determines that your grounds are insufficient, you will be notified of that decision in writing.

6. 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 Law Department, the Contract Management Department, 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.
7. A decision will usually be made within fifteen (15) calendar days after the hearing.
8. The Contract Management Director will send you a copy of the hearing decision after the appropriate City staff have reviewed the decision.
9. 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 Contract Management Director determines that:
 - a. The City urgently requires the supplies or services to be purchased, or
 - b. Failure to make an award promptly will unduly delay delivery or performance.

In those instances, the Contract Management Department will notify you and make every effort to resolve your protest before the award.

10. The protest or notice of intent and the protest shall be submitted in writing to the following address:

P.O. Address for U.S. Mail:

City of Austin
 ATTN: Director, Contract Management Dept.
 P.O. Box 1088
 Austin, Texas 78767-0845

Street Address for Hand Delivery/Courier Service:

City of Austin
 ATTN: Director, Contract Management Dept.
 105 W. Riverside Dr., Suite 205
 Austin, Texas 78704

PHONE: 512/974-7181

END



SCOPE OF SERVICES

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

PROJECT FOR:

MEXIC-ARTE MUSEUM (the MUSEUM), A TEXAS NON-PROFIT CORPORATION, THROUGH THE CITY OF AUSTIN'S CONTRACT MANAGEMENT DEPARTMENT

PROJECT TITLE:

PROJECT MANAGEMENT SERVICES FOR MEXIC-ARTE MUSEUM

OBJECTIVES OF THE PROJECT:

The Mexic-Arte Museum is a public-private project undertaken to provide improvements to an art and cultural museum and ultimately enhance public art appreciation and education. In this particular scope of services, the Museum is seeking a qualified consultant to provide project management services during the facility planning, design, and construction phases of an iconic museum building.

BACKGROUND:

The City of Austin (the CITY) and the Museum entered into an agreement in 2001 for the purchase of the current Museum location at 419 Congress Avenue in Austin, the capital city of Texas, and six blocks from the State Capitol Building. The new location allowed the Museum to house its collections and operate its programs. In return for the City's funding, the Museum agreed to provide services which benefit the public.

In 2006, the City Council of the City approved a special bond election to consider the issuance of general obligation bonds which would be used for various projects including the public purpose of constructing, renovating, improving and equipping community and cultural facilities, including the Museum (Proposition 4). Proposition 4 was approved by City of Austin voters in November of that year and provided \$5,000,000 for the Museum's use.

The City and the Museum subsequently entered into a separate bond funding agreement stipulating the conditions under which the funding will be made available for the improvements to the Museum. The City has assigned a project manager to manage this agreement for improvement of cultural facilities for public use funded with bond funds.

The Museum's vision is to improve the lives of people in the community, and to enhance the collective pride of Mexican, Latino, and Latin American cultures, by presenting and preserving a permanent collection, and providing internationally recognized exhibitions and educational programs. Throughout the Museum's twenty-eight years, its staff and board members have been guided by the organization's educational mission: "to expand and raise the standard of art

education throughout Austin and Central Texas; broaden the public's knowledge of contemporary and traditional Mexican, Latino and Latin American art and culture."

The Museum is dedicated to providing opportunities for youth and the community to interact with local, regional and international artists, through its outreach programs. These outreach programs have been exceptional in providing unique and innovative programs that help youth gain the knowledge, pride, and skills they need to succeed academically and in future career endeavors.

In 2003, the 78th Legislature of the State of Texas recognized the uniqueness and significant cultural role of the Museum and designated it as the "Official Mexican and Mexican American Art Museum of Texas."

ANTICIPATED SERVICES:

The selected consultant shall manage all consultants and contractors related to the project and have direct responsibility for ensuring work products are completed on schedule, within budget, and to the level of quality required. No design work will be performed by selected consultant. Consultant shall provide project management services to oversee consultants and contractors who may provide services for the design and construction of the museum. Services may be required in connection with any or all of the following phases of project delivery: feasibility study, design, bid and award, construction, and project close-out, as well as any other service(s) that may assist the Museum in delivering the project. The consultant will report directly to a designee of the Museum as the Museum's representative.

Consultant shall assist the Museum in determining the scope of the project and developing a Project Management Plan. The consultant is also expected to have established experience with the planning, design and construction of museums, related projects, and projects that are partially funded by the Federal Government and/ or the City of Austin. Further experience should include managing different types of project delivery methods, specifically Construction Manager at Risk and Design-Build.

The anticipated project management services include but are not limited to:

1. Feasibility Phase
 - a. Assist the Museum in determining the best option to deliver the project objectives,
 - b. Assist Museum with programming and cost estimating,
 - c. Assist in the procurement and management of required services (Engineer, Contractor, etc.) to deliver the project,
 - d. Assist Museum with contract negotiations and resolution of disputes,
 - e. Engage and coordinate with regulatory authorities,
 - f. Establish project procedures and a document control system to manage and collect all project-related information in a computerized format,
 - g. Prepare and distribute regular project status reports,

-
- h. Monitor, track and update the cost estimate, budget and cash flow projections,
 - i. Prepare and maintain a master project schedule,
 - j. Identify, analyze, manage and respond to project risks
 - k. Coordinate and facilitate communication between all stakeholders,
 - l. Coordinate all LEED Certification requirements for the project, which will require, at a minimum, LEED Silver certification
2. Design Phase
- a. Manage design professionals and other consultants,
 - b. Monitor and track all aspects of the design process and maximize the quality of the services provided,
 - c. Monitor and track all design issues and their resolution,
 - d. Develop a scope change management and control system,
 - e. Manage the timely delivery of design work products and the achievement of design goals,
 - f. Assist with the City of Austin's Art in Public Places (AIPP) solicitation, selection and installation process,
 - g. Oversee constructability reviews and value engineering as required,
 - h. Assist the Museum in processing consultant payments, and reimbursements from government agencies.
3. Bid/Award Phase
- a. Comply with all Federal, State and City procurement rules and regulations,
 - b. Assist Museum in procurement of construction contractor, consultants and suppliers as needed,
 - c. Coordinate obtaining proper permits,
 - d. Assist the Museum in reviewing bids and selecting vendors,
 - e. Assist the Museum in negotiating and executing the construction contract.
4. Construction Phase
- a. Maximize quality of services and products provided by Consultants, Contractors and key suppliers,
 - b. Manage the construction administration efforts of the design professionals to ensure quality of the final product,
 - c. Coordinate, review, and process contractor pay requests, construction submittals, time extension requests, requests for information, change orders and other construction administration related work,
 - d. Encourage and stress quality in the constructed product, and notify Contractor to take corrective actions when work is not in compliance,
 - e. Manage all construction closeout procedures, including but not limited to: punch lists, certificate of occupancy, affidavits of payments, lien releases, extra stock, Operations and Maintenance manuals, and as-built drawings.
5. Project Close-Out Phase
- a. Develop a process and provide the Museum with tools to coordinate, verify and track resolution of warranty issues,
 - b. Coordinate all building commissioning and owner move-in operations,

- c. Process final payments, prepare final status report, update the Project Management Plan, and deliver all project records to the Museum among other required documents.

PROPOSED SCHEDULE:

Project Management services are anticipated to last for the duration of the project. The current bond funding agreement, as amended by a resolution by the City Council of the City, extends construction substantial completion to December 31, 2018. However, other deadlines by other funding agencies may apply.

COST ESTIMATE:

For this scope of services, project management fees associated with a \$5 Million to \$25 Million total project budget are anticipated. Partial funding is currently being provided by the City of Austin (\$5,000,000) and the Economic Development Agency (\$500,000). Any additional funding will be provided by the Museum.

POTENTIAL SUBCONSULTANT/VENDOR OPPORTUNITIES:

No subconsulting goals have been established for this solicitation. However, if an entity identifies areas of subconsulting, the Owner encourages the use of MBE/WBEs or DBEs to perform the identified scopes of work. A MBE/WBE or DBE availability list will be provided by the Small and Minority Business Resources Department upon request. No Compliance Plan is required. It is anticipated that the project manager will provide all aspects of the work with its own forces. Subcontracting opportunities under the scope of work are not required.

Major Scopes of Work*

Project Management

- * There must be representation for the major scope of work listed. The experience of the firms or individual listed to perform the Major Scope of Work, whether a subconsultant or prime firm; will be evaluated under Consideration Item 6 – Major Scopes of Work – Comparable Project Experience.

Notes:

- Participation at the prime or subconsultant level may create a conflict of interest and thus necessitate exclusion from any contracts resulting from the work performed in the design phase or construction phase.
- If the City determines that a conflict of interest exists at the prime or subconsultant level, the City reserves the right to replace/remove the prime or instruct the prime consultant to remove the subconsultant with the conflict of interest and to instruct the prime consultant

to seek a post-award change to the prime consultant's compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual course of business. The City's decision to remove a prime or subconsultant because of a conflict of interest shall be final.

- Mexic-Arte will own all contracts for this project and therefore, will be referred to as Owner in the contracts.



EVALUATION CRITERIA

STAND ALONE SOLICITATIONS

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

The following is a description of items to receive consideration in the evaluation of responses for providing professional engineering/architectural/planning services to the City of Austin. Following each description are the evaluation points associated with the item. TOTAL POSSIBLE POINTS EQUALS 100 (plus 15 points for interviews, if conducted). Wherever used, "prime firm" denotes a single firm or a joint venture responding as the prime consultant. Wherever used, "page" refers to single-sided, single spaced, 10-point minimum font printed 8-1/2 x 11-inch pages. The prime firm shall perform the largest share of the assignment (on an estimated percentage of total agreement basis). Responses failing to show the prime firm performing the plurality of the services shall be rejected as non-responsive.

Limitations on volume of requested information apply equally to single firms and joint ventures regardless of the number of firms partnering in the joint venture. Responses with excess volume or which do not include information for the evaluation of all consideration items may not be thoroughly reviewed or may be rejected as non-responsive.

All prime firms and subconsultants must be registered to do business with the Owner prior to the RFQ response due date. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the Owner's on-line Vendor Registration system. Log on to the link below and follow the directions:

https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm

NOTE: Firms and individuals who are proposed as staff on this RFQ, must adhere to the requirements of Subchapter A of the Texas Professional Engineering Practice Act regarding the use of the term "engineer". The full text of the Texas Professional Engineering Act may be found at: <http://www.engineers.texas.gov>.

| Consideration Item # | Title | Maximum Point Value |
|----------------------|--|---------------------|
| 1 | MBE/WBE PROCUREMENT PROGRAM | N/A |
| 2 | TURNT IN ALL REQUIRED DOCUMENTS | N/A |
| 3a | TEAM'S STRUCTURE | 10 |
| 3b | TEAM'S PROJECT APPROACH | 20 |
| 4 | EXPERIENCE OF KEY PERSONNEL | 20 |
| 5 | PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE | 15 |
| 6 | MAJOR SCOPES OF WORK – COMPARABLE PROJECT EXPERIENCE | 15 |
| 7 | TEAM'S EXPERIENCE WITH AUSTIN ISSUES | 10 |
| 8 | CITY OF AUSTIN'S EXPERIENCE WITH PRIME FIRM | 10 |
| 9 | INTERVIEWS | 15 |

CONSIDERATION ITEM 1

MBE/WBE PROCUREMENT PROGRAM

Were Goals achieved or did response indicate that a Good Faith Effort was made to achieve the Goals?

- No - Response will not be evaluated.
- Yes - Evaluation of the response will continue.

Attach the following:

- No Goals Form
- No Goals Utilization Plan

CONSIDERATION ITEM 2

TURNED IN ALL REQUIRED DOCUMENTS

Did respondent turn in the following documents completed as required:

- No - Response will not be evaluated.
- Yes - Evaluation of the response will continue.

Attach the following:

- Form 1 – Prime Firm General Information
- Form 2 – Affidavit of Authentication
- Form 3 - Prime Firm's EEO Program and Title VI Assurances
- Form 4 - Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying
- Form 5 - Affidavit of Availability
- Form 6 - Affidavit of Contract Execution

CONSIDERATION ITEM 3a

TEAM'S STRUCTURE

10 Points Maximum

City and Museum are interested in team's organizational structure. Identify project leadership, reporting responsibilities, how prime firm will interface with Museum's project manager, and how subconsultants will work within the team structure. Describe the roles of the key individuals proposed to work on this project.

The proposed staff must include individual(s) with experience in sustainable design and capable of designing and managing the project during construction to provide a facility that

meets the requirements of the Council Resolutions 20071129-045 & 20071129-046. The City has established a process for implementation of sustainable principles in design and construction of buildings and site development projects. The resolutions can be downloaded from the City's website by accessing the following:

20071129-045, Resolution <http://www.cityofaustin.org/edims/document.cfm?id=110795>

20071129-046, Resolution <http://www.cityofaustin.org/edims/document.cfm?id=110796>

- **Provide an organizational chart and brief narrative. The total number of pages should not exceed three (3) pages. Indicate activities, responsibilities and key personnel on the organizational chart. Response should align with team's proposed MBE/WBE documents (if applicable).**

CONSIDERATION ITEM 3b
TEAM'S PROJECT APPROACH
20 Points Maximum

City and Museum are interested in team's overall understanding of the project scope and issues. Describe any significant project issues and the team's approach in addressing those issues. Reference issues seen on similar scoped projects, and the overall approach to mitigate those and other issues. Describe your team's methods to successfully complete the work; your team's understanding of the techniques and sequencing required; and how the prime firm will interface with the Museum's appointed representative. Please describe the major subconsultants' placement in the overall approach to the project.

- **Provide a narrative not to exceed five (5) pages.**

CONSIDERATION ITEM 4
EXPERIENCE OF PROJECT MANAGER AND PROJECT PRINCIPAL (past 10 Years)
20 Points Maximum

(Project Manager – 15 points; Project Principal – 5 points)

City and Museum are interested in the experience of the Project Manager and Project Principal that demonstrates history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. Points will be awarded as indicated above. Only one individual per job responsibility should be designated. Project Manager and Project Principal must be employed by the prime firm and may be the same individual. Project Manager must be licensed as a professional engineer or registered as an architect in the State of Texas at the time of submittal.

EVALUATION CRITERIA – STAND ALONE

List three (3) projects meeting these criteria which have been completed in the past ten (10) years for each individual.

- **Complete Form 7 - Experience of Project Manager. Please provide no more than one (1) page per project.**
 - **Complete Form 9 – Experience of Project Principal. Please provide no more than one (1) page per project.**
 - **Attach a resume of no more than two (2) pages for each individual.**
-

CONSIDERATION ITEM 5

PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE (past 5 years)

15 points maximum

City and Museum are interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. List three (3) projects meeting these criteria which have been completed in the past five years. In addition, City and Museum may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

- **Provide a narrative not to exceed one (1) page. Complete Form 10 and provide no more than one (1) page per project.**
-

CONSIDERATION ITEM 6

MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE (past 5 years)

15 points maximum

The City and Museum have identified one Major Scope of Work to be provided for this project, which is included in the Scope of Services. The City and Museum are interested in the history and success of the firm proposed to perform the scope of work, with projects of similar programs, budgets, and/or clients as the areas identified. List three (3) projects per Major Scope of Work meeting these criteria which have been completed in the past five years. In addition, City and Museum may consider history of firms in complying with project programs, schedules, and budgets based on previous similar projects.

- **Complete Form 11 for each Major Scope of Work listed in the Scope of Services. Provide no more than one page per opportunity.**
-

CONSIDERATION ITEM 7

TEAM'S EXPERIENCE WITH AUSTIN ISSUES

10 Points Maximum

City and Museum are interested in team's (including subconsultants) experience with Austin issues, as may be evidenced by work in the Austin area during the past five (5) years. Briefly describe experience in the following areas and reference projects relating to that experience:

- ◆ City of Austin site development and/or building permit requirements.
- ◆ Austin area construction in the public right-of-way.
- ◆ Austin area construction costs and practices.
- ◆ Austin environmental community, conditions and constraints.
- ◆ Public awareness and involvement in project development in the Austin area.
- ◆ Responsiveness due to proximity of projects to local office.
- ◆ Austin area historical, civic and cultural values.

➤ Provide a brief narrative of no more than four (4) pages.

CONSIDERATION ITEM 8

CITY OF AUSTIN'S EXPERIENCE WITH PRIME FIRM (past 5 years)

10 Points Maximum

The City and Museum will consider the history of the firm in complying with project programs, schedules, and budgets on previous City of Austin projects within the last five (5) years. Firms with previous projects with the City of Austin and have had no issues will receive 10 points. Points will be deducted if the City has had negative experience with the prime firm's performance on City projects. Deductions are based on Consultant Evaluations completed by Project Managers at the end of each phase of the project.

Specific consideration items by phase may include:

- ◆ Timely completion of projects and timeliness of performance per PSA and authorized amendments.
- ◆ Timely, accurate, and complete payment applications and payments to subconsultants.
- ◆ Deliverables met criteria established in contract / resolution of significant issues in writing.
- ◆ Compliance with City ordinances on substitution/addition/deletion of subconsultants.
- ◆ Compliance with Minority and Women-Owned Business Procurement Program.
- ◆ Compliance with City standards, including regulatory compliance and permitting requirements.
- ◆ Conformance to City budget/cost requirements.

- Preliminary, Design, and Bid/Award - estimates were within Fixed Construction Budget.
- Construction - dollar value of change orders were $\leq 5\%$ of construction contract amount.
- ◆ Quality of work performed.

Firms who have had no previous projects with the City of Austin will receive a score equal to the average of all architectural and engineering firms in the data base with previous City projects. Based on the current scores in place at this time, the value that will be assigned to those firms is 9.81.

CONSIDERATION ITEM 9
INTERVIEWS (OPTIONAL)
15 Points Maximum

The City and Museum may determine that it is necessary to interview short-listed firms prior to making a selection. Staff intends to use the following guidelines for the optional interview process:

- ◆ The point difference between the first and second ranked firm is less than three points.
- ◆ The number of firms interviewed will depend on the closeness of the scores following evaluation of the written proposals.
- ◆ Staff will consider significant gaps in point separation between the top ranked firms in determining the number of firms to be interviewed.
- ◆ Only firms that are considered qualified to perform the work, on the basis of their written proposal, will be invited for interviews.
- ◆ No more than five firms will be interviewed.
- ◆ Staff may conduct interviews in other cases where staff believes it is in the best interest of the City and Museum.
- ◆ The City reserves the right to determine whether an interview will be conducted for every solicitation/project.

CITY OF AUSTIN



“NO GOALS” UTILIZATION FORM MBE/WBE PROCUREMENT PROGRAM

Project Name: Project Management Services for Mexic-Arte Museum

Solicitation Number: CLMP121

Date: December 6, 2012

MARCH 2009

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established 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, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, 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: CLMP121 |
| PROJECT NAME: Project Management Services for Mexic-Arte Museum |

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

| | | | |
|-------------------------------|------------------------------|-----------------------------|--|
| Name of Contractor/Consultant | | | |
| Address | | | |
| City, State Zip | | | |
| Phone | | 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/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

| | | | |
|--|------------------------------|------------------------------|--|
| Sub-Contractor/Consultant | | | |
| City of Austin Certified | MBE <input type="checkbox"/> | WBE <input type="checkbox"/> | Ethnic/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/Consultant | | | |
| City of Austin Certified | MBE <input type="checkbox"/> | WBE <input type="checkbox"/> | Ethnic/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 _____ |



FORM 1
PRIME FIRM GENERAL INFORMATION

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

| | |
|---|--|
| Firm Name: | |
| Firm Address: | |
| Headquarter Address if different than firm address listed | |
| Telephone number: | |
| Federal Tax ID Number: | |
| Contact Person (Person City should contact for questions with submittal): | |
| COA Vendor Registration Number: | |
| Address of contact person: | |
| Phone number of contract person: | |
| E-mail Address of contact person: | |
| Year of Registration: | |
| <i>If submitting as a joint venture, the following information is required for each joint venture firm.</i> | |
| Firm Name | |
| Participating Firms Percentage of Control: | |
| Number of Years in Business: | |
| Organization Type: | |
| Date of Organization (MM/YYYY): | |
| Date of Predecessor Organization: | |

Office Personnel

List of Principals and Titles:

| | | |
|--|-----------------------------|--------------------------------|
| Name of Principal | | |
| Title | | |
| Add Additional Principals | | |
| Personnel Other Than Principals | | |
| Total number of employees in firm | | |
| Number of registered environmental engineers | | |
| Number of registered civil engineers | | |
| Number of other registered engineers | | |
| Number of other professionals | | |
| Number of Support Personnel | | |
| Insurance Information | | |
| Worker's Compensation and Employers' Liability Insurance | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Commercial General Liability Insurance | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If "yes", please state limits. |
| Business Automobile Liability Insurance | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If "yes", please state limits. |
| Professional Liability Insurance | | |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | If "yes", please state limits. |

SUBCONSULTANT INFORMATION

Complete the MBE/WBE Compliance Plan in the MBE/WBE Procurement Program package. All subconsultant recommendations will be subject to approval by the City. If for any reason an MBE or WBE subconsultant must be replaced, the prime consultant firm will be required to make good faith efforts to replace with another MBE or WBE.

Attach a letter from each subconsultant on the proposed team, confirming that they have been contacted and are prepared to provide services for the project.

| Addenda | | | |
|----------------|------|-------------|----------------------|
| Addendum No. | Date | Received By | |
| | | | Add another addendum |

OTHER CONSIDERATIONS

Describe the quantity and nature of any work, interest in work, partnership interest, land ownership or other interest in any project, property or business dealing within the proposed project area or past or current business relationship which may give rise to a potential conflict of interest for your firm or associated firms in the execution of this project.



**FORM 2
AFFIDAVIT OF AUTHENTICATION**

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

Entities submitting qualification statements shall provide authentication that the electronic version (CD or flash drive) of the Statement of Qualifications is an exact duplicate of the 'Original' hard copy submittal. The City of Austin is not responsible for discrepancies between the submitting firm's electronic version and 'Original' hard copy submittal. The City of Austin reserves the right to use the electronic version as an 'Original'.

I hereby certify that the electronic version of the Statement of Qualifications submitted is an exact duplicate of the 'Original' hard copy. I understand if there are discrepancies between the hard copy 'Original' and the electronic version, we may be deemed non-responsive.

Signature: [REDACTED]

Date: [REDACTED]

Printed Name: [REDACTED]

Title: [REDACTED]

Firm/Entity: [REDACTED]

Subscribed and sworn to before me this [REDACTED] day of [REDACTED], 20[REDACTED].

[REDACTED]
Notary Public

My Commission Expires [REDACTED]

END



FORM 3

PRIME FIRM'S EEO PROGRAM AND TITLE VI ASSURANCES

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Consultants.

Sec. 4-2 Discriminatory Employment Practices Prohibited. (B) As an Equal Employment Opportunity (EEO) employer, the Consultant will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations 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. Such affirmative action shall include, but not be limited to: 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.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of Consultant, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Consultants 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 OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subconsultants having fifteen or more employees who hold any subcontract providing for expenditure of \$2,000.00 or more in connection with any Agreement with OWNER subject to the terms of this chapter.

For the purposes of this statement of qualifications and any resulting Professional Services Agreement, Consultant adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin

Minimum Standard Nondiscrimination in Employment Policy

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

The Consultant 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.

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.

Consultant agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Consultant 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 Consultant's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Consultant's policy, but will also supersede the Consultant's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONSULTANT SHALL PROVIDE A COPY TO THE CITY OF THE CONSULTANT'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NONDISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONSULTANT FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONSULTANT'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the Agreement and suspension from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Consultant agrees that this Form 3 or the Consultant's separate conforming policy, which the Consultant has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Consultant further agrees that, in consideration of the receipt of

continued contract payments, the Consultant's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Agreement.

Dated this [REDACTED] day of [REDACTED], [REDACTED].

CONSULTANT [REDACTED]
Authorized Signature [REDACTED]
Title [REDACTED]

END

APPENDIX A
OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor" agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contract for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contractor complies, and or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(DOT 1050.2, 08/24/71)

Signature:

Printed Name:

Title:

Company:

Date:

END



FORM 4

AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST AND ANTI-LOBBYING

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Responder for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "Respondent", as used herein, includes the individual or business entity submitting the response and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Respondent, and anyone or any entity acting for or on behalf of the Respondent, including a subconsultant in connection with this response.

The terms "City" and "Owner" are synonymous.

1. **Anti-Collusion Statement.** The Respondent has not and will not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, respondent or potential respondent to the amount of this response or the terms or conditions of this response.
 - b. paid or agreed to pay any other person, firm, corporation, respondent or potential respondent 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 response or the response of any other respondent.
2. **Preparation of Invitation for Response and Contract Documents .** The Respondent has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying response or contract documents. In addition, the Respondent has not otherwise participated in the preparation or development of the underlying response or contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all respondents, so as to have an unfair advantage over other respondents, provided that the Respondent may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Respondent has not participated in the evaluation of responses or proposals or other decision making process for this solicitation, and, if Respondent is awarded a contract hereunder, no individual, agent, representative, consultant or sub contractor or consultant associated with Respondent, 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 Respondent may have provided relevant product or process information to a contractor or another consultant in the normal course of its business.

4. **Present Knowledge.** Respondent is not presently aware of any potential or actual conflicts of interest regarding this solicitation, which either enabled Respondent to obtain an advantage over other Respondents or would prevent Respondent from advancing the best interests of OWNER in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Respondent is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Respondent:
 - a. does not have an employment or other business relationship with any local government officer of OWNER or a family member of that officer that results in the officer of family member receiving taxable income;
 - b. has not given a local government officer of OWNER 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 \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Respondent.

As required by Chapter 176, Respondent must have filed a Conflicts of Interest Questionnaire with the Purchasing Department no later than the seventh business day after the commencement of contract discussions or negotiations with the City or the submission of a Response, response to a request for proposals, or other writing related to a potential contract with OWNER. The questionnaire must be updated not later than the seventh day after the date of an event that would make a statement in the questionnaire inaccurate or incomplete. There are statutory penalties for failure to comply with Chapter 176.

7. **Anti-Lobbying Ordinance.** As set forth in Attachment 2 of the solicitation documents, between the date that the Invitation for Response was issued and the date of full execution of the Contract, Respondent has not made and will not make a representation to a member of the City Council, a member of a City Board, or any other official, employee or agent of the City, other than the authorized contact person for the solicitation, except as permitted by the Ordinance

If the Respondent cannot affirmatively swear and subscribe to the forgoing statements, the Respondent shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Signature _____ Date: _____

Printed Name:

Title:

Firm/Entity:

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public My Commission Expires _____

RESPONDENT'S EXPLANATION:

Include the entire Affidavit, Pages 1 – 3.

END



**FORM 5
AFFIDAVIT OF AVAILABILITY**

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

Entities submitting qualification statements, including prime firms and subconsultants, shall have adequate current staff (including professionals registered in applicable fields, other professionals, and technicians) to competently and efficiently perform the work. The prime firm and subconsultants must commit that staff proposed in this submittal will be available to perform the proposed work within the anticipated project schedule.

In addition, prime firms who list individuals in Consideration Item 4 - Experience of Key Personnel must commit that those individuals are indeed employed by the prime firm and are not contracted employees.

I hereby certify that our staff and the staff of our subconsultants proposed in this submittal are available to perform the proposed work in a competent and efficient manner. In the event an individual proposed in this submittal is not available, I understand that after contract award we will be required to submit a change request with an individual equally or more qualified, which is subject to review and approval by the City. In the event the City does not approve the change request, I understand our firm will no longer be awarded the contract.

I hereby certify that the individuals listed in Consideration Item 4 - Experience of Key Personnel are employed by the prime firm and are not contracted employees.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

END

**FORM 6
AFFIDAVIT OF CONTRACT EXECUTION**

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

Entities submitting qualification statements shall be prepared to be responsive to City and Museum staff following Council award in providing documents required for contract execution, including but not limited to insurance, corporate resolution, hourly rate information and non-discrimination policy. The prime firm must commit to meeting schedules and deadlines set by City and Museum staff in order to execute the contract in a timely manner.

I hereby certify that following Council award, our firm will be responsive to City and Museum staff in submitting the required documents by the deadlines set forth by City and Museum staff. I understand that if we do not meet this requirement, contract negotiations will cease. I also understand if we do not submit this completed form with our Statement of Qualifications, we will be deemed non-responsive.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires _____

END



**FORM 7
EXPERIENCE OF PROJECT MANAGER**

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

| | |
|------------------------------|--|
| Firm Name: | |
| *Name of Project Manager: | |
| Current Years of Experience: | |
| Registration Number: | |
| Year of Registration: | |

***[If licensed, list name as shown on registration with Texas Board of Professional Engineers (TBPE) or Texas Board of Architectural Examiners (TBAE)]**

(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|--|--|
| Project Name/Location: | |
| Firm Name Work Performed Under: | |
| Year Completed: | |
| Construction Cost: | |
| Name of Client/Owner's Representative: | |
| Title of Client/Owner's Representative | |
| Address of Client/Owner's Representative: | |
| Phone number of Client/Owner's Representative: | |
| Project Description: | |
| Work performed by Individual: | |
| Add Another Project | |



**FORM 9
EXPERIENCE OF PROJECT PRINCIPAL**

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

| | |
|-----------------------------|--|
| Firm Name: | |
| Project Principal | |
| Current Years of Experience | |

(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|--|--|
| Project Name/Location: | |
| Firm Name Work Performed Under: | |
| Year Completed: | |
| Construction Cost: | |
| Name of Client/Owner's Representative: | |
| Title of Client/Owner's Representative: | |
| Address of Client/Owner's Representative: | |
| Phone number of Client/Owner's Representative: | |
| Project Description: | |
| Work performed by Project Principal: | |
| Add Another Project | |



FORM 10
PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

Firm Name:

(The following information is required for each project. Provide no more than one page per project. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|----------------------------------|--|
| Project 1 | |
| Project Name/Location: | |
| Date Completed: Month/Year: | |
| Client or Owner's Representative | |
| Construction Cost: | |
| Project Description: | |
| Services Provided: | |
| Add Another Project | |



FORM 11

MAJOR SCOPE OF WORK - COMPARABLE PROJECT EXPERIENCE

Solicitation Number: CLMP121

Project Name: Project Management Services for Mexic-Arte Museum

| | |
|----------------|--|
| Scope of Work: | |
| Firm Name: | |

(The following information is required for each project. Provide no more than one page per scope of work per firm. Refer to the Evaluation Criteria for the number of projects required and timeframe.)

| | |
|--|--|
| Project 1 | |
| Project Name/Location: | |
| Date Completed: Month/Year: | |
| Name of Client or Owner's Representative | |
| Construction Cost: | |
| Project Description: | |
| Services Provided: | |
| Add Another Project | |

