

**CITY OF AUSTIN, TEXAS**  
Purchasing Office  
**REQUEST FOR QUALIFICATION STATEMENT (RFQS)**  
**Offer Sheet**

**SOLICITATION NO:** JSD0512

**COMMODITY/SERVICE DESCRIPTION:** Colony Park Public Engagement Liaison

**DATE ISSUED:** 7/9/2012

**REQUISITION NO.:** RQS 7200 12062701122

**PRE-RESPONSE CONFERENCE TIME AND DATE:** **\*MANDATORY\***  
10:00 a.m. on 7/18/2012

**COMMODITY CODE:** 91826

**LOCATION:** Neighborhood Housing and Community Development  
1000 E 11<sup>th</sup> Street, STE 200  
Austin, TX 78702-1945

**FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:**

**QUALIFICATION STATEMENT DUE PRIOR TO:** 2:00p.m. on 7/25/2012

Jeff Dilbert

**COMPLIANCE PLAN DUE PRIOR TO:** N/A

Corporate Purchasing Manager  
**Phone: (512) 974-2021**

**RESPONSE CLOSING TIME AND DATE:** 2:00p.m. on 7/25/2012

**LOCATION:** MUNICIPAL BUILDING, 124 W 8<sup>th</sup> STREET  
RM 310, AUSTIN, TEXAS 78701

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

<b>P.O. Address for US Mail</b>	<b>Street Address for Hand Delivery or Courier Service</b>
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 <sup>th</sup> Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

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

**SUBMIT 1 ORIGINAL AND 6 SIGNED COPIES OF OFFER**

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Signer's Name and Title: (please print or type)

**FEDERAL TAX ID NO.** \_\_\_\_\_

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

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

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

City, State, Zip Code \_\_\_\_\_

Phone No. (     )

Fax No. (     )

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

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**RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER\*\***

- Cover Page                      Offer Sheet
- Section 0600                      Qualification Statement
- Section 0605                      Local Business Presence Identification Form
- Section 0700                      Reference Sheet (if required)
- Sections 0800 - 0835              Certifications and Affidavits (return all applicable Sections)
- Section 0900                      MBE/WBE Procurement Program Package or No Goals Utilization Plan
- Response Guaranty                      (if required)

**\*\* See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 90 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

**\* INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS).

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

***It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.***

***All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto [http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm) and follow the directions.***

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**COLONY PARK SUSTAINABLE COMMUNITY INITIATIVE PUBLIC ENGAGEMENT LIAISON**  
**SECTION 0400: SUPPLEMENTAL PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

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

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office via fax at 512-974-2021 or email at Jeffery.dilbert@ci.austin.tx.us by July 9, 2012 at 2:00 PM

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

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

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

City of Austin Purchasing Office  
Attn: Jeff Dilbert  
P. O. Box 1088  
Austin, Texas 78767

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

- i. **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage

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- ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
  - (1) The policy shall contain the following provisions:
    - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Independent Contractor's Coverage.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

**3. TERM OF CONTRACT**

- A. The Contract shall be in effect for an initial term of (12) months, with two (2) twelve month extension options.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

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

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

Invoices shall be mailed to the below address:

	City of Austin
Department	NHCD
Attn:	Kelly Nichols, Housing Policy & Planning Manger
Address	1000 E. 11 <sup>th</sup> St. STE 200
City, State Zip Code	Austin, TX 78702-1945

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

**5. LIVING WAGES AND BENEFITS (applicable to procurements involving the use of labor)**

- A. In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum wage for City employees is \$11.00 per hour. This minimum wage is required for any Contractor employee directly assigned to this City Contract, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. Contractors must offer health insurance with optional family coverage for all Contractor employees directly assigned to this contract. Proof of the health care plan shall be provided prior to award of a Contract. In addition, an insurance certificate for Workers' Compensation Insurance Coverage must be provided if required by the solicitation.

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- C. The City requires Contractors submitting Offers on this Contract to provide a signed certification (**see the Living Wages and Benefits Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$11.00 per hour and are offered a health care plan. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- D. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:
- i. employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;
  - ii. time and date of week when employee's workweek begins;
  - iii. hours worked each day and total hours worked each workweek;
  - iv. basis on which employee's wages are paid;
  - v. regular hourly pay rate;
  - vi. total daily or weekly straight-time earnings;
  - vii. total overtime earnings for the workweek;
  - viii. all additions to or deductions from the employee's wages;
  - ix. total wages paid each pay period; and
  - x. date of payment and the pay period covered by the payment.
- E. The Contractor shall provide with the first invoice and as requested by the Department's Contract Manager, individual Employee Certifications (**see the Living Wages and Benefits Employee Certification included in the Solicitation**) for all employees directly assigned to the contract containing:
- i. the employee's name and job title;
  - ii. a statement certifying that the employee is paid at a rate equal to or greater than the Living Wage of \$11.00 per hour;
  - iii. a statement certifying that the employee is offered a health care plan with optional family coverage.

Employee Certifications shall be signed by each employee directly assigned to the contract.

- A. Contractor shall submit employee certifications quarterly with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract.
- G. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records identified in paragraph D above to verify compliance with this provision.

**6. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

- A. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.

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- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).

**7. NON-SOLICITATION**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

**8. CONTRACT MANAGER**

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

Kelly Nichols, Housing Policy & Planning Manger

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Street-Jones Building  
Neighborhood Housing and Community Development  
1000 East 11<sup>th</sup> Street, Ste 200, Austin TX 78702

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Telephone: 512-974-9375  
Email: [kelly.nichols @austintexas.gov](mailto:kelly.nichols@austintexas.gov)

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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**SECTION 0500: STATEMENT OF WORK**

The City of Austin’s Neighborhood Housing and Community Development Office (the “City”) is seeking the services of a Public Engagement Liaison (“Liaison”) to conduct outreach and facilitate communications between parties engaged in the Colony Park Sustainable Community Initiative.

**1. PROJECT BACKGROUND**

In November 2011, the City of Austin was awarded a \$3 million Community Challenge Grant from the U.S. Department of Housing and Urban Development (HUD) to support the development of a Master Plan for 208 acres of publicly-owned land in the Colony Park neighborhood that will lead to a sustainable and livable mixed-use, mixed-income community. The initiative has three overarching outcomes:

- (1) Further land-use planning and development of 208 acres of publicly-owned land at Colony Park inspired by the U.S. Department of Housing and Urban Development (HUD) Livability Principles.
- (2) Foster cross-department/ agency coordination and create successful models of comprehensive systems change to support sustainable and equitable development.
- (3) Support capacity building and community transformation goals of Colony Park area residents and stakeholders.

The Colony Park Sustainable Community Initiative is a proposed Master Planned, 208-acre development that will incorporate best practice strategies for energy-efficient building design, water conservation and zero waste technology standards to create a model sustainable and livable mixed-use, mixed-income community in Austin, Texas. The project will include completion of a Master Plan, resulting in rezoning; engineering for subdivision and site planning for review and approval by the City of Austin; infrastructure construction plans, architectural design templates and plans for new sustainable residential and commercial development.

Through its outright ownership of this 208-acre tract of land, the City of Austin is in a unique position to mold this pilot project to be completely responsive to the grant outcomes. The initiative will be led by the City of Austin Neighborhood Housing and Community Development Office (NHCD), in partnership with the Austin Housing Finance Corporation (AHFC). AHFC will serve as developer of the site and as builder for a portion of the housing. AHFC will also partner with private sector builders for development of both single-family and multi-family housing. Funding for a Master Plan and predevelopment design and engineering is critical for implementing this model sustainable community.

The Colony Park Sustainable Community Initiative, funded through the HUD Challenge Grant, will also provide a platform for collaboration between the City of Austin and other local entities with national reputations for excellence in sustainable initiatives, including the

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Office of Sustainability, Austin Energy Green Building Program, Austin Resource Recovery, the Austin Water Utility, and Pecan Street, Inc.

This innovative collaborative will create a replicable model for communities across the country, responsive to the U.S. Department of Housing and Urban Development's Livability Principles, which are as follows:

1. Provide more transportation choices.
2. Promote equitable, affordable housing.
3. Enhance economic competitiveness.
4. Support existing communities.
5. Coordinate policies and leverage investment.
6. Value communities and neighborhoods.

**2. PROJECT PURPOSE**

A key outcome of the HUD Community Challenge grant is *increased participation and decision-making in developing and implementing a plan, code, development strategy, or project by populations traditionally marginalized in public planning processes, including underserved populations.*<sup>1</sup>

Currently, there are a significantly greater number of households in the Colony Park area that are underserved or traditionally under-represented, as compared to the City of Austin average. The percentage of minority households (87%) is much higher than the percentage of minority households in the City of Austin as a whole (50%). Furthermore, the income of Colony Park residents is much less than the City as a whole (\$38,422 as compared to \$63,431). This disparity is further emphasized by the poverty rate in the Colony Park area (18.4%), which is also significantly higher than the poverty rate in the City of Austin as a whole (6.6%).

The residents of the Colony Park area have also been traditionally under-represented in the public engagement process. Voting records show that voter turnout in the Colony Park area is consistently lower than the City of Austin as a whole over the last 5 years. One possible factor for this low voting rate is disproportionately high percentage of residents in Colony Park with limited English proficiency (8.5%). See Appendix 1 for a complete demographic

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<sup>1</sup> HUD defines underserved populations as groups of individuals who fall within one or more of the categories protected under the Fair Housing Act or who are: of an immigrant population (especially racial and ethnic minorities who are Limited English Proficiency (LEP) individuals); in rural populations; homeless; persons with disabilities (e.g., physical or mental) who can be historically documented to have been subject to discriminatory practices not having been the focus of federal, state or local fair housing enforcement efforts; persons in areas that are heavily populated with minorities where there is inadequate protection or ability to provide service from the state or local government or private fair housing organizations; or populations that have faced generational economic disadvantage, job dislocation, or other forces that prevent them from achieving individual and family self-sufficiency.

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profile of the Colony Park area as compared to the City of Austin. See Appendix 2 for a map of the project area.

While innovative community engagement methods such as social media and interactive meeting technology may be considered for specific engagement objectives, the overall public engagement strategy will focus on obtaining public feedback and creating buy-in with key stakeholder groups in the Colony Park area through face-to-face interaction in settings with existing constituencies, such as neighborhood association meetings, religious events, and business organizations.

### **3. SCOPE OF WORK**

#### **3.1 Program Title**

The program title is the Colony Park Sustainable Community Initiative Public Engagement Liaison. The City of Austin seeks a public engagement liaison to lead the community engagement portion of the master planning process. The liaison will develop the public participation plan which will include assessment of current conditions, goals and opportunities, and facilitation of a community vision that will guide the master plan. Once the Public Engagement Liaison is hired, the liaison will work closely with the Neighborhood Housing and Community Development Office staff to develop the Public Participation Plan for the initiative. This Public Participation Plan will also include the formation of a Colony Park Sustainable Initiative Advisory committee, which will meet regularly to provide input on the proposed Master Plan and receive updates on the progress of the development.

In addition to the Neighborhood Housing and Community Development Department, the Public Engagement Liaison will work in coordination with the City of Austin's Communications and Public Information Office to ensure that strategies are in alignment with the City's core principles for community engagement.<sup>2</sup> Specifically, the Communications and Public Information Office will consult with the liaison with on the following:

- Development of the public participation plan, in consultation with key community leaders and stakeholders;
- Creation of the advisory committee (described below);
- Identification of – and outreach to – stakeholder groups to enhance the outreach and engagement program (described below); and
- Coordination of events and workshops, as well as the deployment of any online tools utilized during the public participation process.

#### **3.2 Timeframe**

Public engagement activities will occur over the 3-year grant planning period. The Public Engagement Liaison will design a Public Engagement Strategy to encompass the 3-year

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<sup>2</sup> The City Austin's public participation approach generally follows standards developed by the International Association for Public Participation (IAP2) and the National Coalition for Dialogue and Deliberation (NCDD).

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period. The Liaison will lead the engagement and outreach activities for the first 12 months of the planning grant.

**3.3 Colony Park Sustainable Initiative Neighborhood Advisory committee**

The Neighborhood Advisory committee is a key stakeholder group that will help guide and facilitate the outcomes of the planning phase of the Colony Park Master Plan and overall planning initiative. The Public Engagement Liaison will recruit, develop and coordinate regular meetings with the Neighborhood Advisory committee, which will serve to further the awareness of the initiative and seek to enhance the overall outreach and engagement program

In addition, the Liaison will also engage additional stakeholder groups to enhance the outreach and engagement program, including the Technical Assistance Group (TAG) and the City of Austin Community Development Commission (CDC).

*Technical Assistance Group (TAG)*

The Technical Assistance Group (TAG) will ensure that the development will achieve the City's goals of maximizing the use of sustainable building and smart growth techniques in the development process. The team will be made up of City of Austin departments and local organizations committed to the inclusion of best practices in sustainable development. The team will consider the inclusion of the analytic tool being created as a component of the HUD Sustainable Communities grant, as well as the Star Community Index. NHCD will convene regular meetings between all participating partners on a quarterly basis throughout the master planning process to discuss the progress of the project, data gathered on output measures, and any unforeseen challenges that may arise along the way. Designated project leads from each agency will communicate on a regular basis in order to ensure smooth communication flow and remain up-to-date on changes in best-practice techniques in each industry.

*Community Development Commission (CDC)*

CDC will serve as an important resource in the Colony Park public participation plan. The CDC is composed of fifteen members appointed by the City Council, including seven members from historically low-income, underrepresented neighborhoods. NHCD provides staff support to the CDC and considers the commission a critical community resource in coordinating community outreach opportunities related to the Colony Park master planning process. Colony Park is one of the geographic areas represented by a member of the CDC; and that commissioner will be invited to participate and engage in all planning activities related to the Colony Park development.

The Public Engagement Liaison will provide regular reports to the above referenced groups throughout the engagement process.

**3.4 Deliverables/Products**

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**COLONY PARK SUSTAINABLE COMMUNITY INITIATIVE –**  
**PUBLIC ENGAGEMENT LIAISON**  
**SECTION 0500: STATEMENT OF WORK**

The Public Engagement Liaison for the Colony Park Project will lead the design, development and implementation of **four key product areas** that will drive the success of the engagement process including a (1) Database of stakeholders and participants; (2) Creation and kickoff of the Public Participation Plan; (3) Implementation of the Public Participation Plan, including Livability Principles Framework and Vision; and (4) Presentation(s) to executive and/ or senior level City of Austin leadership and the Austin City Council. These deliverables will be coordinated in conjunction with the Neighborhood Housing and Community Development Project Team and the Communication and Public Information Office. In an effort to encourage the most participation possible, all public outreach will be presented in both English and Spanish. All Spanish translation services for print materials will be supplied by the Consultant Team. Audio translation services will be provided during all public meetings.

**(1) Database of Program Stakeholders and Corresponding Issues**

**Task 1:** Develop and maintain a database of program stakeholders and participants, which will serve to inform all stakeholders for all forms of communication related to the program to be accessed by City of Austin representatives as needed.

**Task 2:** Serve as a point of contact for stakeholders and interested parties. Specifically this task will include: (a) Maintain a project hotline allowing stakeholders to speak to a person during normal business hours and leave messages after-hours; (b) Respond to routine calls, and route non-routine calls to the appropriate project team member for response; (c) Monitor and respond to email correspondence; and (d) Initiate one-on-one contact, as needed, to accomplish project aims. The Liaison will track issue resolution and/ or status of commitments made.

**Task 3:** Provide regular reports and updates generated from the database management system to inform City representatives and stakeholders of issues and resolutions.

The Liaison will be expected to track the following data related to the project:

- *Output:* Number of unduplicated outreach contacts to area residents within the designated Colony Park planning area.
  - *Performance Measure* Number of area residents (defined as residents of the specified planning area) and number of residents meeting the definition of underserved who participate in Master Plan public meetings and community engagement mechanisms. Measures will include total number of participants and percentage of participants who participate throughout the public engagement process.

**(2) Creation and Kickoff of the Public Participation Plan**

**Task 1:** Submit a written Public Participation Plan within the first two weeks of the program that will serve to facilitate the development of a sustainable master plan for Colony Park through the education, engagement and empowerment of

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the community. Begin implementation of the Public Participation Plan within three weeks of contract execution. The Plan will identify the engagement process throughout the 3-year planning process, with the Liaison leading the engagement activities the first 12 months to include a three phased approach.

Components of the Public Participation Plan will include:

**-Phase One (August):** Assessment of current conditions; Design of Public Engagement process; Process to utilize the Neighborhood Advisory committee.

**-Phase Two (September - November):** Goals and Opportunities; In-Person Interviews; Community Workshop Series; Forums and Open Houses; Community Education on Livability Principles; Metrics for determining long-term impact of Public Participation Plan.

**-Phase Three (December – July):** Master Plan Kick Off Event; Community Visioning Workshop Series; Public event co-sponsored with the Capital Area Texas Sustainability Consortium.

**Task 2:** Recruit the Neighborhood Advisory committee and facilitate the monthly meetings. A key component of the engagement program will be the facilitation, scheduling, and convening of monthly meetings of the Neighborhood Advisory committee to share information on the planning process, collect and provide input on the proposed Master Plan, and facilitate communications and connections with other city and community entities. The Neighborhood Advisory committee will serve as an advisory body to develop the Livability Framework, which will serve as guiding principles for the Master Plan.

**Task 3:** Write and submit news releases, Web site content and other written collateral and materials to advance outreach and educational efforts. NHCD Project Team members will serve as the project media contact throughout the grant period.

**Task 4:** Provide meeting summaries/ documentation on a monthly basis, depending on project activity; prepare project updates to keep stakeholders aware of activities and inform stakeholders of upcoming activity. Circulate the electronic update to NHCD to distribute to the public using multiple mediums, including the Web site and stakeholder distribution lists.

**(3) Public Participation Plan Implementation**

**Task 1:** Develop the Guiding Principles Framework document incorporating HUD's livability principles and stakeholders' feedback throughout the engagement process. The Guiding Principles Framework will serve as the guiding principles for the Colony Park Master Plan

**Task 2:** Plan and coordinate logistics for the Master Plan Kick Off event.

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**Task 3:** Coordinate with NHCD/ AHFC Project Team and Sustainable Design Team (consultants) to facilitate the Master Plan kickoff event and all corresponding Visioning Workshop Series of the Initiative.

**Task 4:** In consultation with the Sustainable Design Team consultants, develop a Vision for the Colony Park Sustainable Community Initiative Master Plan.

**(4) Public Presentations**

**Task 1:** Separate and apart of the engagement plan tasks and outcomes, the Liaison is to write and develop two presentations to be presented to executive officials and/ or elected officials for the City of Austin communicating results of the 12-month engagement period.

**Task 2:** Present the engagement plan program process and outcomes to City of Austin executive and/ or elected officials at up to four events at the discretion of the NHCD Contract Manager.

**4. MANAGEMENT OF PROJECT TEAM**

A designated representative of the City of Austin's Neighborhood Housing and Community Development Office will be the contract manager and will direct the efforts of the Liaison. The Neighborhood Advisory Committee will provide input and serve in an advisory capacity throughout the public engagement process.

**5. PROPERTY OF THE CITY OF AUSTIN**

All proposals received will become the property of the City and will not be returned. The City reserves the right to reject any or all proposals as its sole discretion.

**6. PROPOSED SOLICITATION SCHEDULE**

June 6-13, 2012	RFQ Public Comment Period
July 9, 2012	RFQ Posted
July 18, 2012	Mandatory Pre-Conference Meeting
July 25, 2012	Proposals Due
July 25 – July 30, 2012	Conduct Preliminary Scoring
August 2, 2012	Community Input Session (mandatory for finalists)
August 23, 2012	Council action required
September 1, 2012	Contract period begins

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**7. ESTIMATED PROGRAM TIMELINE (12 MONTHS)**

September 1, 2012	Contract Period Begins
September 30, 2012	Public Participation Plan Submitted to NHCD
October 2012	First Advisory Committee Meeting
December 1, 2012	DRAFT Guiding Principles Framework submitted
December 15, 2012	Master Plan Kick Off Event
January 2013 - June 2013	Visioning Workshop Series (minimum 1 per month)
July 1, 2013	Adoption of Guiding Principles Framework by Advisory committee
July 15, 2013	Public Event Co-sponsored with the Capital Area Texas Sustainability Consortium

**8. ACCEPTANCE OF WORK**

8.1 Proposals should reflect a detailed plan based on the Scope of Work.

8.2 The Consultant (Liaison) shall submit monthly, or as otherwise agreed upon by the City and the Consultant, progress reports to the City and the NHCD or designee as appointed by the City or NHCD. The reports shall describe significant achievements and problems, which have a potential effect on schedule or costs. The reports should be sufficiently detailed to assure that directions being pursued are consistent with those established by the City.

8.3 The Consultant (Liaison) is also to provide one draft product for each product and/ or deliverable required to the designated NHCD representative for acceptance.

8.4 The Consultant (Liaison) is also to provide two presentations to executive officials and/ or elected officials for the City of Austin communicating results of the 12-month engagement period.

8.5 All travel costs and per diems incurred by the Consultant (Liaison) should be included in the proposal and broken down by respective fee scopes.

**9. QUALIFICATIONS & PROPOSAL PACKAGE**

Respondents must provide the following as a minimum:

9.1 A general description of the firm, including the number of employees and respective areas of expertise. Note any experience in the program area.

9.2 Respondents should demonstrate experience in outreach to underserved and low income persons, and demonstrate strategies to engage the community through employment efforts and/or other initiatives that will secure participation and direct involvement of project area residents.

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9.3 Respondents must provide at minimum (1) one sample of a Public Participation Plan or similar product, with name, address, and telephone number of a contact person. Sample(s) should be included as an attachment and will be considered a part of the proposal.

9.4 Resume/ qualifications of the personnel and subconsultants who will be assigned to the project, including relevant experience.

9.5 Timeline for completing the requirements within the established time frame.

9.6 The proposal package shall discuss in detail the consultant’s recommendations of a preliminary detailed scope of services for the project, and the number of expected hours to be billed to the assignment along with a schedule of other charges related to the project.

9.7 The Fee Statement shall reflect a “not to exceed” amount of \$65,000 and will provide billable hourly rates by position. The final scope of services and the “not to exceed” amount is to be negotiated at the time of contract award. The contract award will be made with the option to renew for two (2) twelve- (12) month periods.

**10. EVALUATION OF PROPOSALS AND CRITERIA**

A Selection Committee will evaluate each response to the RFQ. Respondents will be scored according to the following criteria set forth below. Respondents with the highest scores will be invited to present at a community input session to receive input from area residents and stakeholders. Evaluation Factors will be scored as follows:

i. 100 points.

Quality and depth of applicable knowledge and experience, to include knowledge of sustainable communities initiatives	20 Points
Demonstrated community engagement and outreach work with underserved communities	20 Points
Community Input Session	20 Points
References from related projects	10 Points
Proposed timeline and Work Product Outline to complete the work	10 Points
Local Business Presence	10 Points
Minority/ Women-Owned Business	10 Points
<b>MAXIMUM TOTAL POINTS</b>	<b>100 Points</b>

ii. Detailed Assessment Activities, Optional. Detailed assessment activities may be conducted at the discretion of the City. Maximum forty (40) points.

**Team’s Local Business Presence**

The City of Austin seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate

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City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years.

**11. OTHER CONSIDERATIONS**

*Affirmatively Furthering Fair Housing.* As a recipient of HUD funding, the City of Austin is committed to affirmatively furthering fair housing. As such, the City’s Analysis of Impediments (AI) is an assessment of the City’s laws, regulations, administrative policies, procedures, and practices as they affect the location, availability and accessibility of fair housing choice.

The Liaison will be expected to include a fair housing component in all public input activities and events, in alignment with the outcomes defined in the Community Challenge Planning Grant in promoting the primary and secondary fair housing objectives of this grant application:

- Primary.* Promote racially, ethnically, and socio-economically diverse communities; and
- Secondary.* Help overcome any impediments to fair housing choice related to the assisted program or activity itself.

The creation of an inclusive community designed to maximize mobility options and provide a multitude of housing opportunities and neighborhood amenities will promote fair housing choice in Austin. NHCD will work closely with the City’s Fair Housing Office to increase awareness about fair housing in all public participation opportunities related to the proposed development.

**12. PROJECT MILESTONES**

Payment will be made in accordance with the following Milestone Deliveries and Payment Schedule unless otherwise negotiated and within thirty (30) days. “Final Acceptance” shall mean the acceptance and sign-off by the City of Austin’s Contract Manager that the services provided substantially meet or exceed all of the requirements specified in the RFQ and resulting contract.

	<b>MILESTONE</b>	<b>PAYMENT LEVEL</b>
1	City acceptance of Public Participation Plan and/ or Project Plan	10 percent of the contract amount
2	City acceptance of completion of Phase One of Participation Plan	20 percent of the contract amount
3	City acceptance of completion of Phase Two of Participation Plan	20 percent of the contract amount
4	City acceptance of completion of Phase Three of	20 percent of the

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	Participation Plan	contract amount
5	City acceptance of the Vision Statement and Final Guiding Principles Framework Product	20 percent of the contract amount
6	Final presentations to community and/ or Austin City Council	10 percent of the contract amount

**13. DOCUMENTATION**

The Consultant is required to provide copies of all proposals, deliverables, and other documentation in electronic and hard copy forms as part of the contract.

**14. WORKSPACE, COMMUNICATION, AND EQUIPMENT REQUIREMENTS**

There shall be no expectation that the City will provide administrative services to on-site Consultant personnel. No computer may be attached to the City of Austin/ NHCD network without the expressed permission of the City and NHCD.

**15. SELECTION NOTICE**

The City and NHCD shall provide written notice of the selection of the successful consultant (two weeks) prior to the council date. The selection shall be contingent upon successful negotiations of the final contract between the City and the Consultant whose proposal is accepted by the NHCD and Austin City Council.

**16. COSTS INCURRED IN RESPONDING**

All costs directly or indirectly related to the preparation of this RFQ shall be the sole responsibility of and shall be borne by the firm responding.

**17. CONCLUSION**

Proposal packages will be received at the office of [insert] until [insert]. The consultant shall submit one (1) signed original and four (4) copies of the Proposal Package and one (1) sealed fee statement, clearly marked on the front of the “RFQ” for the Public Engagement Liaison/ Colony Park Sustainable Community Initiative.

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PURCHASING OFFICE  
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1. **PROPOSAL FORMAT**

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this Request for Qualifications and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program**: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
- i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
  - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
  - iii. The degree of definition provided in each technical element of your plan.
  - iv. The points at which written, deliverable reports will be provided.
  - v. The amount of progress payments you are requesting upon successful completion of milestones or tasks, deducting ten percent (10%), which will be paid upon final acceptance by the City.
  - vi. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Qualifications (RFQS).

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- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. The Austin City Council adopted Ordinance No. 20071206-045 on December 6, 2007, adding a new Article 6 to Chapter 2-7 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services exceeding \$5,000. During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the person designated in the Solicitation as the contact for questions and comments regarding the Solicitation.
  - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
  - iii. The City requires Offerors submitting Offers on this Solicitation to provide a signed affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance (**see the Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit included in the Solicitation**).
- H. **Part VIII - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the proposal
- I. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

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**2. EXCEPTIONS:**

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

**3. PROPOSAL PREPARATION COSTS:**

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

**4. EVALUATION FACTORS AND AWARD**

**A. Competitive Selection:** This procurement will comply with applicable City Policy. The successful Respondent will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Respondents in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Respondents after responses are received. Responses should, therefore, be submitted on the most favorable terms. The City reserves the right to conduct an immediate scoring of responses based on submittals to establish a "short list" of the top 5 responses or up to fifty percent (50%) of responses, whichever is smaller, prior to conducting detailed assessment activities leading to recommendation for award.

Respondents selected for the "short list" may be requested to participate in interviews, site visits, demonstrations or other activities intended to establish the suitability and value of the response to the City. These detailed assessment activities will only be conducted for the "short list" selectees, and will be separately scored with a maximum value of forty (40) points.

Recommendation for award of contract will be based on the total of a) points awarded for the immediate scoring and b) points awarded as part of detailed assessment activities.

The City reserves the right to negotiate the actual contract scope of work and cost after submission.

**B. Evaluation Factors:**

i. 100 points.

Quality and depth of applicable knowledge and experience, to include knowledge of sustainable communities initiatives	20 Points
Demonstrated community engagement and outreach work with underserved communities	20 Points
Community Input Session	20 Points
References from related projects	10 Points
Proposed timeline and Work Product Outline to complete the work	10 Points
Local Business Presence	10 Points
Minority/ Women-Owned Business	10 Points
<b>MAXIMUM TOTAL POINTS</b>	<b>100 Points</b>

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- ii. Detailed Assessment Activities, Optional. Detailed assessment activities may be conducted at the discretion of the City. Maximum forty (40) points

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**C. Contract Payment and Retainage:**

- i. The Contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed-price or not-to-exceed Contract is contemplated, with progress payments as mutually determined to be appropriate.
- ii. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of the final work products, including year 2000 compliance verification, if applicable. These payments shall be based upon milestones completed as proposed by the Proposer.
- iii. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.