

**Request for Development Proposals  
for  
308 Guadalupe Street Development Services  
Austin, Texas**

**RFP No. P1608-015-JT**

***September 14, 2016***

Travis County  
700 Lavaca St.  
Austin, TX 78701



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# TRAVIS COUNTY PURCHASING OFFICE

*Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent*

700 Lavaca, Suite 800 / Austin, Texas 78701 / (512) 854-9700 / Fax (512) 854-9185

September 14, 2016

You are invited to submit your Statements of Qualifications (SOQ) for the Step 1 Submission of this solicitation package, in accordance with the instructions in this **Request for Development Proposals (RFP) No. P1608-015-JT, for 308 Guadalupe St. Development Services**, located at 308 Guadalupe St., Austin, Texas.

An original Step 1 SOQ, one (1) original and five (5) printed copies and one (1) electronic copy (USB format "memory" stick) must be submitted to the Travis County Purchasing Agent, 700 Lavaca, Suite 800, Austin, Texas no later than 2:00 p.m., Central Standard Time, on November 9, 2016.

**A pre-proposal meeting will be held for this Project on September 21, 2016 at 3:30 p.m., Central Standard Time, at 700 Lavaca St., First Floor, Multipurpose Rooms, Austin, Texas 78701. It is strongly encouraged that an individual from the Respondent's team attend.**

Upon review and evaluation of the Step 1 (SOQ) Submissions, up to but no more than five (5) teams may be shortlisted and invited to participate in the Step 2 (Refined Proposal) Submission process of this solicitation package.

There is no expressed or implied obligation for Travis County to reimburse Respondents for the preparation of either the Step 1 (SOQ) Submission or the Step 2 (Refined Proposal) Submission, for participating in the Negotiation Process, or for any other part of the procurement process. For clarity, Travis County will not reimburse such expenses.

**For any information related to this RFP, the Respondent may contact only the following individuals: Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant IV; Marvin Brice, CPPB, Assistant Purchasing Agent; or Cyd V. Grimes, C.P.M., CPPO, Purchasing Agent. Potential Respondents may NOT direct any inquiries regarding this RFP to members of the Travis County Commissioners Court, Travis County staff (other than the individuals listed above), their advisors or consultants. Failure to comply with this request may result in disqualification from participation in the procurement process for this Project.**

The Step 1 (SOQ) Submission and the Step 2 (Refined Proposal) Submission (one (1) original, five (5) printed copies, and one (1) electronic copy (USB format "memory" stick) must be submitted to the Travis County Purchasing Agent in a sealed envelope addressed to:

**CYD V. GRIMES, C.P.M., CPPO  
TRAVIS COUNTY PURCHASING AGENT  
700 LAVACA, SUITE 800  
AUSTIN, TEXAS 78701**

and the envelope in which the Qualifications Statements are enclosed must be marked:

**REQUEST FOR PROPOSAL – STEP 1 (SOQ) SUBMISSION  
308 Guadalupe St. Development Services  
RFP No. P1608-015-JT**

**DO NOT OPEN IN MAILROOM**

Sincerely,

Cyd V. Grimes, C.P.M., CPPO  
Purchasing Agent

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## 1. OPPORTUNITY SUMMARY

The Travis County Commissioners Court (“County”) via the Travis County Purchasing Agent is seeking proposals from prospective qualified developers or development teams (“Respondents”) interested in a development opportunity on a 77,215 square foot site in downtown Austin located at 308 Guadalupe Street comprising a full city block bounded by 3<sup>rd</sup> and 4<sup>th</sup> Streets to the south and north, respectively, and Guadalupe Street to the east and San Antonio Street to the west (“Site”).

The Site, owned by Travis County, was previously considered for a public use, but has since been repositioned to leverage its substantial value. **The County envisions development at the Site’s highest and best use and is seeking maximum value for the Site (the “Project”).**

**The Commissioners Court is interested in proposals that provide the most benefit to Travis County and the community and will consider both a fee-simple sale of the Site as well as entering into a long-term ground lease (“Ground Lease”).** Ground Lease structures may vary and include long term periodic payments, an upfront payment or some combination of the two. Value to the County can also be derived from revenue participation and in-kind services.

Following a review of initial qualifications and offers of value submitted by interested development teams in Step 1 (“SOQ”) of a two-step process, the Travis County Purchasing Agent (“Purchasing”) will contact a short-list of Respondents determined by the Evaluation Team as most qualified to develop the Site and offer the best value to Travis County and its taxpayers.

In Step 2 (“Refined Proposals”), Purchasing will request that shortlisted Respondents prepare a refined project proposal for review and participate in an interview with the Evaluation Team to be scheduled before a final selection is made.

## 2. SOLICITATION SUMMARY MATRIX

Solicitation Summary Matrix	
Objective:	Travis County seeks to identify qualified teams to develop a County-owned property (through a fee-simple sale or ground lease) in the heart of downtown Austin. The County seeks to: <ul style="list-style-type: none"> <li>• Maximize value to the County and its tax payers through cash and/or in-kind contributions</li> <li>• Explore unique and creative development solutions which also deliver highest value to the County and its tax payers</li> <li>• Develop the downtown parcel in a manner which achieves its highest and best use</li> </ul>
Site:	Located at 308 Guadalupe Street, the Site consists of a 77,215 sf parcel zoned Central Business District (CBD).
Program:	The County is seeking highest value through this transaction and will be receptive to a wide range of program structures, provided they deliver maximum value for the Site.
Approach:	Developer to do one of the following: <ul style="list-style-type: none"> <li>• Purchase the property through a full-market value, fee-simple sale.</li> <li>• Ground Lease the property either through a fully capitalized ground lease or partial ground lease with ongoing payments. Through this process, the developer would lead all regulatory processes including, but not limited to: community engagement meetings, building permits, and attainment of a Certificate of Occupancy.</li> <li>• Develop a unique transaction structure which provides maximum value to the County in the form of ground lease payments, in-kind services, or a hybrid of the two.</li> </ul>
Proposal:	<ul style="list-style-type: none"> <li>• Step 1 SOQ shall not exceed 40 pages</li> <li>• Responses are due November 9<sup>th</sup> 2016 at 2:00pm</li> </ul>
Selection:	Qualified Respondents offering the highest value to the County will be shortlisted to participate in Step 2 of this solicitation process. At that time, shortlisted Respondents will submit a more detailed proposal refining Project-specific development details.

### 3. BACKGROUND

In 2009, a Central Campus Needs Assessment was initiated by Travis County to understand what space would be required to house the staff and services needed to adequately serve county residents from 2009 to 2035. Community workshops held as part of the Needs Assessment indicated that the County did not own a site appropriate to respond to the current and forecasted demands on the existing civil and family justice system. At the completion of the Needs Assessment, it was clear that the County would need to take deliberate steps to both increase and improve its Central Campus (downtown) facilities over the next several years to accommodate County services.

Following the Needs Assessment, the County began development of the Central Campus Master Plan and established a strategic plan for the development of facilities required to accommodate the civil and criminal justice system and several general government functions through and beyond the 2035 planning horizon.

In an effort to address the civil and family Justice needs, in 2010, the County purchased the “Original Court House and Jail Block” as shown on the original City of Austin (“COA”) map dated 1839, and titled “Plan of the City of Austin.” The Site consists of 1.773 Acres (approximately 77,215 square feet) of land, and is the block bounded by 3rd and 4th Streets to the south and north, respectively, and Guadalupe Street to the east and San Antonio Street to the west.

In 2011, the County finalized and approved the Central Campus Master Plan and in 2013 they hired a Program Manager (AECOM) and an Independent Representative/Compliance Architect (HOK) to lead development of the concept for a new Civil and Family Courts Complex (CFCC) in preparation for a bond election in 2015. The bond proposition was narrowly defeated in the November 2015 election and as a result, the Commissioners Court has determined that the Site, being of substantial value, should be leveraged to the greatest extent possible to help provide an alternative solution to the ever growing and pressing needs of the civil and family justice system.

Travis County has augmented the project expertise for the purposes of monetizing the 308 Guadalupe site by hiring CBRE, Inc. Currently, the team of consultants working with Travis County on this process includes AECOM, Alvarez & Marsal, CBRE, Inc., Public Financial Management, Inc., and Bracewell & Giuliani. These consultants are paid by Travis County. Any consultants that are a part of the Respondent’s proposed team will be paid by the Respondent.

### 4. PROJECT OBJECTIVES

#### A. DEVELOP DOWNTOWN SITE AT ITS HIGHEST AND BEST USE

Downtown Austin is growing rapidly to accommodate an influx of new residents and businesses, offering a mix of potential uses at the Site. The County envisions a development that will achieve the Site’s highest and best use and will offer superior value to the County through legal permissibility, physical possibility, financial feasibility, and maximum productivity.

## B. MAXIMIZE VALUE TO THE COUNTY AND TAX PAYERS THROUGH CASH AND/OR IN-KIND CONTRIBUTIONS

The County expects to receive fair market value for the land being offered through a fee-simple sale, a fully capitalized ground lease, or a partially capitalized ground lease with ongoing ground rent payments. The County anticipates using a portion of the values to defease existing debt associated with the acquisition of the Site. As of August 31, 2016, the defeasance cost was approximately \$13.4 million, and should be the assumed amount used in the development of Step 1 responses. An interest-only payment in September 2016 and a principal and interest payment in March 2017 will further reduce the defeasance cost; the updated amount will be shared during Step 2 and negotiations. The County will also consider accepting value through in-kind services. Examples of in-kind services include, but are not limited to, space for County use within the development or construction services for a County project at an alternative location.

## C. OFFER CREATIVE SOLUTIONS TO THE COUNTY AND TAX PAYERS

Development at the Site presents an opportunity to craft creative solutions to County challenges, as well as benefits to the community. Respondents are encouraged to consider unique ways to respond to community needs. Examples of community benefits include, but are not limited to, construction of public infrastructure and support of the small business community.

# 5. SITE DESCRIPTION

## A. PHYSICAL ATTRIBUTES

The Site is the City Block bounded by 4<sup>th</sup>, Guadalupe, 3<sup>rd</sup>, and San Antonio Streets in downtown Austin. The Site is currently used as a surface parking lot and slopes approximately four (4) feet from the northeast corner to the southwest, with sidewalk and roadway areas within the adjacent City right-of-way (ROW) following the same southwest flow pattern. The existing Site is paved with 95% impervious cover. A boundary survey and geotechnical investigation has been completed at this Site and is provided in the Data Room (See Section 10).

Republic Square Park is located across from the Site on the north side of 4th Street. The William P. Hobby State Office Building is located on the east side of Guadalupe Street. A State-owned parking garage and a component of Austin Energy are located on the west side of San Antonio Street. The south side of 3rd Street is lined with mid- and high-rise housing, the W hotel, retail, dining, and performance venues.

Other significant properties near the Site include the U.S. District Courthouse for the Western District of Texas, directly west of Republic Square Park and a new hotel under construction directly east of Republic Square Park.



## B. ZONING & PLANNING

The Site is located in the CBD of downtown Austin, situated immediately south of Republic Park and within the Core/Waterfront District, as defined in the Downtown Austin Plan (DAP). The maximum allowable floor to area ratio (FAR) on the Site is 25:1, assuming density bonus credits are maximized and there is no limit on the height. This block is unaffected by “Capitol View Corridors” that often restrict building heights in Austin; however, the north side of the Site is impacted by a zoning overlay associated with the historic park (Republic Park). The historic park overlay limits the height of a building to a maximum of 120 feet in the overlay boundary, which extends 60 feet onto the adjacent properties.

The context of the Site is a major consideration. COA has in recent years undertaken the development of several studies, guidelines, plans, and ordinances in an effort to create a “vibrant, livable, connected” metropolitan area. Relevant documents include but are not limited to:

- The Republic Square Park Master Plan;
- COA Short-term and Long-Term Transportation Plans;
- Great Streets Program;
- DAP;
- Urban Design Guidelines for Austin;
- Imagine Austin;
- Land Development Code (LDC) Subchapter E Commercial Design Guidelines; and,
- Capital Metropolitan Transportation Authority (CapMetro) Service Plans.

The Site is situated solidly within the CBD, but stands on the edge between the business heart consisting primarily of office towers and the newer residential developments in the Seaholm District. Republic Park is very active with regular programming such as the farmer’s market, movie nights, and shuttle queuing for events.

## C. TRANSPORTATION AND ACCESS

### I. TRANSIT

308 Guadalupe Street is located in a Core Transit Corridor of Austin. This designation indicates that all development within the corridor should be transit-oriented in nature, promoting the needs of transit users, including pedestrian-oriented urban design and pedestrian connectivity.

CapMetro bus routes stop at the Republic Park Station, directly across the street from the Site. There are eight local service routes (blue), five Limited and Flyer routes (yellow), two MetroRapid routes (black), and six Express routes (red) accommodated by the station and providing approximately 80 trips per hour during peak working hours, making the Site one of the most transit accessible locations in Central Texas.

## II. ROADS

Downtown Austin streets are categorized in the COA Great Streets Program into the following six (6) categories:

- Pedestrian Dominant;
- Mixed Mode;
- Rapid Transit;
- Bicycle and Local Access;
- Commuter Boulevard; and,
- Commuter Street.

The streets surrounding the Site and shown on Figure 5-1, below, have been categorized as described in the following subsections.



**Figure 5-1: Streets Surrounding the Site**

### **WEST 3RD STREET - BICYCLE AND LOCAL ACCESS STREET**

Bicycle and Local Access Streets emphasize bicycle mobility with dedicated bicycle lanes. These bicycle lanes form the primary bicycle commuter system, connecting with other bicycle facilities for comprehensive bicycle access downtown. The Lance Armstrong Bikeway, with planned alignment along 3rd Street adjacent to the Site, is currently under construction. Operation of the westbound bike lane will need to be maintained during construction on the Site. Third Street is an east-west roadway within the CBD, running from Trinity Street on the east to Nueces Street on the west. East 3rd Street is a two-way roadway from Trinity Street to Congress Avenue. West of Congress Avenue, West 3rd Street is a one-way westbound roadway from Congress Avenue to San Antonio Street. Between San Antonio and

Nueces Streets, 3rd Street is a two-way roadway. Third Street is discontinuous between Nueces Street and West Avenue, and is two-way between West Avenue and Lamar Boulevard. The current cross section of West 3rd Street, within the Site area, consists of a two-lane, one-way westbound roadway with reverse angle parking on the south curb and parallel parking on the north curb.

In conjunction with the development of the Lance Armstrong Bikeway, 3rd Street will be converted to a two-way undivided roadway. The posted speed limit along 3rd Street is 30 miles per hour (mph). This three (3)-lane street is intended to provide automobile mobility downtown, and will be a two-way street with a protected bikeway on each side and parallel parking only on the south side of the street.

#### ***WEST 4TH STREET - RAPID TRANSIT STREET***

Rapid Transit Streets are designed to accommodate dedicated fixed route transit service in and through downtown Austin. The Metro-Rail Red Line connecting the northern suburbs with downtown Austin is currently in operation with the final stop at 4th Street and the Convention Center. 4th Street has officially been designated by City Ordinance as the east/west corridor for passenger rail. The corridor will ultimately serve downtown from east of I-35 to a proposed multi-modal transit center in the Seaholm District to the west. The street currently operates as a Mixed Mode street described below.

4th Street is an east/west roadway within the CBD, running from I-35 Southbound Frontage Road to Rio Grande Street. Between I-35 and Trinity Street, East 4th Street is one way westbound. 4th Street is two-way for the remainder of its length. Adjacent to the Site, West 4th Street consists of a two lane, undivided roadway with reverse angle parking on the north curb and parallel parking on the south curb. The current cross section is expected to remain for the foreseeable future. The posted speed limit along West 4th Street is 30 mph.

#### ***GUADALUPE STREET - COMMUTER STREET***

Commuter Streets provide major vehicular access into and through downtown. These streets maintain a forty-four (44)-foot curb-to-curb dimension, with four (4) lanes of traffic. Guadalupe Street maintains four lanes of southbound traffic, from Martin Luther King Jr. Blvd. to Cesar Chavez Street, including a dedicated bus lane for as many as twenty-two (22) routes.

Guadalupe Street is a north/south arterial running from North Lamar Boulevard to West Cesar Chavez Street. The current cross section of Guadalupe Street, within the Site area, consists of a four-lane, one-way southbound roadway with a bike lane on the west side. The right-most traveled lane is designated as a bus-only lane, however, right turns for non-buses are allowed from this lane. Guadalupe Street facilitates several CapMetro bus routes including the Metro Rapid. CapMetro has indicated that Guadalupe Street will see increased bus usage as more routes are consolidated and relocated to this corridor. The current cross section is expected to remain for the foreseeable future. The posted speed limit is 30 mph.

Access to the Site from Guadalupe Street is not authorized by the COA due to the transit priority lane on Guadalupe Street.

***SAN ANTONIO STREET - MIXED MODE STREET***

Mixed - Mode Streets are designed for slow moving vehicles involved in street activity like parking and passenger drop off rather than through traffic. The standard forty-four (44)-foot curb-to-curb width accommodates two-way, two lane traffic with parking on both sides. The parking lanes consist of seven feet, six inches for parking, four feet to protect people as they enter and exit their parked cars, and an additional four feet for bicycle traffic.

San Antonio Street north of 4th Street was closed for the U.S. District Courthouse for the Western District of Texas, to provide the necessary stand-off distance required for the Federal Facility.

San Antonio Street, within the Site area, is a north/south roadway running from West Cesar Chavez Street to West 4th Street. The current cross section of San Antonio Street consists of a three-lane, two-way roadway with parallel parking on both curbs. Two travel lanes are provided for northbound traffic and one lane is provided for southbound traffic. The current cross section is expected to remain for the foreseeable future. The posted speed limit along San Antonio Street is 30 mph.

**III. PARKING**

In consideration of this transportation context, the COA prioritizes alternative transportation accessibility at this Site. The COA has established a maximum number of parking spaces which may be provided with new downtown developments.

**D. SITE DEVELOPMENT BACKGROUND INFORMATION AND REQUIREMENTS****I. GENERAL**

The County commissioned a number of background studies at the Site. The results of the studies are provided in the existing reports that have been made available in the Data Room (See Section 10).

The material provided in these reports and in the following sections is provided for information purposes only. All Site and building design and construction requirements shall be the responsibility of the Respondent.

**II. GOVERNING CODES, STANDARDS AND REGULATIONS*****CITY OF AUSTIN LAND DEVELOPMENT CODE***

It is intended that the design and construction of any proposed improvements on the Site comply with the requirements of the COA LDC.

[https://www.municode.com/library/tx/austin/codes/code\\_of\\_ordinances?nodetd=TIT25LADE](https://www.municode.com/library/tx/austin/codes/code_of_ordinances?nodetd=TIT25LADE)

The Developer Team shall follow the COA Site Plan Submittal Requirements available at the following location.

[http://www.austintexas.gov/sites/default/files/files/Planning/Applications\\_Forms/11\\_consolidated\\_site\\_plan\\_app.pdf](http://www.austintexas.gov/sites/default/files/files/Planning/Applications_Forms/11_consolidated_site_plan_app.pdf)

Compliance with the rules, administrative procedures and ordinances contained in COA requirements is critical to successful site plan approval. The relevant, applicable documents include, but are not limited to:

- Building Criteria Manual;
- Environmental Criteria Manual;
- Standard Specifications Manual;
- Transportation Criteria Manual;
- Utilities Criteria Manual;
- Drainage Criteria Manual; and,
- Standards Manual.

#### ***AUSTIN WATER UTILITY***

It is intended that the design and construction of the necessary utilities to the Site within the public ROWs comply with the requirements of the Utility Criteria Manual. These may be found within the LDC as described above.

The project development will also be subject to Austin Water (AW) Service Extension Request (SER). This is a formal application with fees for both Sewer and Water services. AW engineering staff will review the project demands in relation to their infrastructure and determine appropriate connection points to their systems and any capacity upgrades to their system that will be required by the developer.

#### ***AUSTIN UTILITY LOCATION AND COORDINATION COMMITTEE***

It is intended that the design and construction of the necessary sanitary sewer, domestic water, fire water, and reclaimed water service extensions to the Site within the public ROWs comply with the requirements of the Austin Utility Location and Coordination Committee (AULCC). This entity delegates appropriate use of the public ROW of the City, and facilitates coordinated placement of infrastructure within the ROWs. For clarity of design requirements associated with site plan approval, it is noted that the LDC incorporates by reference various additional complementary COA requirements. Approval from the AULCC is required before the City Site Plan can be approved. The LDC and associated requirements can be found at [HTTPS://WWW.MUNICODE.COM/LIBRARY/TX/AUSTIN](https://www.municode.com/library/tx/austin).

#### ***TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) PERMIT***

It is intended that the design and construction at the Site will be within the guidelines of the COA MS4 stormwater permit requirements. The requirements for this are included in the COA LDC and sub-referenced codes, as described above.

### **E. DEMOGRAPHICS AND RECENT DEVELOPMENT ACTIVITY**

According to the COA Planning and Zoning Department, Austin continues to experience profound demographic change and is evolving as a city and as an urban area. With a strong economy and a rapidly-growing urban area, Austin attracts considerable development interest.

Austin's demographic story continues to revolve around the three major themes of: 1) rapid and sustained job and population growth; 2) transformative demographic diversification; and, 3) persistent structural and spatial socioeconomic separations.

A large collection of demographic maps and a wide array of demographic data can be found here: <http://www.austintexas.gov/demographics> and emerging development projects data can be found here: <http://www.austintexas.gov/blog/emerging-projects-data>.

## 6. PROPOSAL DEPOSIT

Upon submission of a SOQ, Respondents are required to submit a Cashier's Check, Certified Check or irrevocable letter of credit payable to the County in the amount of \$100,000. Respondents not selected by the County to negotiate exclusively will be refunded 100% of this deposit. For the successful Respondent ("Selected Developer"), this proposal deposit will be deducted from the initial Fee-Simple or Ground Lease payment negotiated with the County. For Respondents that are invited to participate in the Step 2 submittal process, an additional security deposit, commensurate with market conditions and the Respondent's offer, will be required with Step 2 submissions.

If at any time before the County and the Selected Developer sign a Ground Lease, the Selected Developer decides not to proceed with the Project, the Selected Developer agrees to notify the County of such decision in writing and give due justification for such decision. In the event that the County determines that the basis for the Selected Developer's withdrawal from the Project is unreasonable, the County, in its sole discretion, may retain any proposal deposit made by the Selected Developer.

## 7. SUBMISSION FORMAT

Respondents shall submit their SOQ organized in accordance with the requirements of this RFP as detailed in Attachment 5.

For Step 1 only, the SOQ maximum page limits are listed in Table 7.1 below.

**Table 7.1 – Step 1: SOQ Maximum Page Limit**

<b>Sections</b>	
Cover Letter	Two (2) pages
Development Entity (Respondent)	Ten (10) pages
Financial Offer, Approach and Project Understanding	Fifteen (15) pages
Experience	Ten (10) pages
Financial Qualifications	Three (3) pages
<b>Total Pages</b>	<b>Forty (40) pages</b>

<b>Appendices</b>	
Appendix 1 – Pro Forma**	No Page Limit
Appendix 2 – Resumes	No Page Limit
Appendix 3 – Audited Financials**	No Page Limit
Appendix 4 – 10K Report**	No Page Limit
Appendix 5 – Credit Report and Financial Rating Reports**	No Page Limit

\*\*Information may be considered proprietary and therefore submitted in a separate, sealed envelope marked “Confidential”. See Section 11 Terms and Conditions and Attachment 5, Section 2.3 for more information.

## A. STEP 1: STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

The County is seeking qualifications from interested parties to develop the Site following the purchase of the Site from the County or the execution of a long term ground lease and/or other agreement. The Commissioners Court has particular interest in developers with a demonstrated, successful track record with similar projects in urban settings. Interested developers are invited to provide a Statement of Qualifications, responding to the topics described below. Please organize the Statement of Qualifications as follows, responding to all of the following sections (i) through (v), in the order provided.

### I. COVER LETTER

Provide a cover letter that summarizes Respondent’s Statement of Qualifications. The cover letter should be in the form of a standard business letter on official business letterhead and signed by an authorized representative of the Respondent organization.

### II. DEVELOPMENT ENTITY

#### ***DEVELOPMENT ENTITY DESCRIPTION***

Provide a brief description of the developer, including narrative and quantitative metrics such as number of employees, dollar volume per year, and office locations, among other descriptive information. Submission should include portfolio information such as locations and status of projects, project types, and other descriptive information.

#### ***DEVELOPMENT ENTITY MEMBERS***

Each Respondent should identify their respective development team (Development Entity), including key participants to be involved in the project. The primary focus should be on the Development Entity members, investors (if known), key team consultants, and contractors. Provide the following information for the Development Entity that will execute the lease or purchase agreement and related documents:

- Entity name;
- Type of entity, year and state in which registered;

- Bonding capacity;
- List of owners, partners, members or entity participants, detail as to ownership interest by percentages and roles of owners/partners/participants (e.g., general partners, limited partners, members, etc.);
- Brief summary of the Respondent’s organizational history and background;
- Functions to be performed in the Project;
- Street and mailing addresses;
- Primary contact name, title, phone number, e-mail address;
- Organization chart of the partners describing the function of each entity; and,
- **If the entity proposed for Project ownership is not legally formed at the time of submission, or if the Respondent is an existing joint venture or a partnership, provide the above information for each partner or member (“Development Entity Member”).**

#### ***SUBCONTRACTING ENTITY(IES)***

Provide the above information for any other key participants (Subcontracting Entities) who are not part of the Development Entity, including, but not limited to, architects and general contractors.

#### ***DEVELOPMENT ENTITY ROLES***

Identify the roles of the Development Entity Members and sub-contractors. Confirm in an organizational chart the proposed project assignments, responsibilities of key staff, lines of authority and communication for each entity.

### **III. FINANCIAL OFFER, APPROACH AND PROJECT UNDERSTANDING**

Note that the County and their consultants will maintain the confidentiality of certain financial information provided by Respondents as a part of the SOQ review process. Respondents may provide proprietary financial information in a separate, sealed enveloped marked “Confidential” (please review Section 11 Terms and Conditions and Attachment 5 Section 2.3).

#### ***PHYSICAL AND MARKET CONTEXT AND DEVELOPMENT OPPORTUNITIES AND CONSTRAINTS***

Describe the key opportunities and constraints as you see them from a market and planning perspective, and your experience addressing such issues or opportunities on past projects.

#### ***REGULATORY, POLITICAL AND COMMUNITY CONTEXT***

Summarize the developer's understanding of the regulatory, political, and community context.

#### ***DEVELOPMENT PLAN***

Respondents should provide information that will enable the County to evaluate the Respondent’s ability to timely and competently develop the Property. At a minimum, the following items should be addressed in this section:



- Detailed description of the proposed Project development including, but not limited to: uses to be developed and the number of square feet dedicated to each use, on a gross and net basis; the number, mix, and proposed square footage of any residential units; number of parking spaces; and all other amenities proposed for the Property.
- A description of County stipulated development practices for workers' protection (see Attachment 4) that will be incorporated into the Project during planning and construction of the building.
- A description of how good relations with all involved parties (including the County, business community, and surrounding residential community) will be maintained throughout the duration of the Project. Respondents should identify local market knowledge and a community relations strategy appropriate for the type of project and transaction proposed.
- Timeline estimating the planning, entitlement (including a listing of anticipated approvals required), construction, lease-up or sales, and stabilization of the development. Timing for phases and any milestones that must be satisfied before beginning a phase should be addressed in addition to contingencies affecting the time line.
- Narrative explaining any additional community benefits proposed in the project, which may include but are not limited to physical amenities, programmatic elements, affordable housing, and utilization of Historically Underutilized Businesses (HUBs) and/or Minority and Women Owned Business Enterprises (M/WBE), that benefit the future residents of the project as well as the larger community.
- At a minimum, a set of concept sketches on paper with supporting text (which will not count against page limit) that describes (See Attachment 5 for format requirements):
  - The Site context and relationship with surrounding streets and buildings
  - Building space allocated to respective use types
  - Building types
  - Building character
- Conceptual floor plans (which will not count against page limit).

#### ***FINANCIAL APPROACH AND VALUE TO TRAVIS COUNTY***

Respondents should provide a clear understanding of the financial resources pledged to the Project, the sources of capital required to successfully complete the Project, and the cash flow requirements needed to operate and maintain the Project. Value allocated to the County should be described clearly and shown in a pro forma, to be submitted as Appendix 1. The pro forma should provide a full set of project economics based on available information and the Respondent's own judgment, recognizing that the pro forma will be refined as the development plan is modified. The ultimate business deal will be based on a refined pro forma, to be developed as part of negotiations with the Selected Developer.

#### ***FINANCIAL NARRATIVE***

Respondents should provide information that will enable the County, their advisors and consultants to evaluate a Respondent's sources and uses of funds; operating plan; ability to obtain debt and equity financing for the Project; and to provide a reasonable assurance regarding the ability of the Respondent to deliver the proposed Project within the relevant timeframes. The narrative should describe:

- Development Costs - estimated pre-development costs, building costs, developer fees, and other identified project costs. Make note of major uncertainties that may lead to significantly different costs than those estimated.
- Project Revenues - Projected building rents and/or sale revenues, parking revenues, and anticipated absorption rates.
- Tax Revenues – Projected local tax revenues anticipated to be generated from the ultimate development. The current, applicable tax rate table can be found in Attachment 6.
- Financing including anticipated debt and equity amounts, by Development Entity Member, and sources and uses. For each source of equity and debt financing Respondents should provide:
  - Entity name;
  - Street and mailing address;
  - Contact name;
  - Phone number;
  - Prior and existing relationships with project entities;
  - Evidence of the financial capability and/or letter with a preliminary commitment to provide adequate funding; and,
  - Evidence of ability to post adequate security for performance, including guarantees, letters of credit, escrowed cash deposits.
- A statement disclosing whether the Respondent intends to utilize any public financing programs (and if so, a statement describing how and the extent to which the Respondent intends to utilize such programs).
- Description of how pre-development costs and initial phases of Site improvements and construction investments will be funded.
- Description that demonstrates the soundness of the Respondent's strategy for financing the Project, including anticipated financing terms and costs, discussion of the risks and benefits of the financing structure, and why this strategy is the most advantageous to the County.
- Rationale for assumptions used in support of pro forma including but not limited to discount rate, escalation, interest rate and term.

### ***PROJECTED VALUE TO TRAVIS COUNTY***

Respondents may propose to offer value to the County in one or more of the ways outlined below. All Respondents must first identify the total value of the Site in today's dollars, and then describe how this value will be allocated to the County.

Respondents can offer more than one value distribution scenario in a single SOQ, provided that separate pro formas are submitted to reflect varying sources, uses, operating costs, and/or profitability of the

project. As an example, a Respondent can make both a fee-simple offer as well as a long term ground lease offer in a single SOQ.

For fee-simple sale offers, Respondents should clearly identify the fee-simple offer made to the County for the Site.

For ground lease offers, Respondents should complete Table 7.2 below for each proposed scenario to show allocation of value to the County. A narrative should accompany the table describing applicable initial payment to the County at Ground Lease execution, annual payments during development, ground rent for first year of stabilized operations, and method of rent calculation (ground rent factor and escalation) for the first stabilized year and all subsequent years. If in-kind services are offered, the rationale for determining the value, as well as the intended purpose, execution, and delivery timing should be described.

The following sources of value to the County are anticipated, but the County will consider other creative forms of value:

- Purchase the Site from the County through a fee-simple sale;
- Enter into a long term ground lease with the County and provide payment in the form of a fully capitalized ground lease or partially capitalized ground lease with annual ground rent, or a combination of the two;
- Provide the County with a mixture of cash payments in the form of a ground lease and in-kind payments (e.g., services, space for County use, etc.); and
- Consideration in the form of participation in gross revenues (expressed as a percentage of gross revenues) and/or participation in net proceeds on sales and/or refinancing.

**Table 7.2 – Site Value and Allocation**

Fee – Simple Purchase Option			
Proposed Fee-simple Purchase Price (\$)			
Ground Lease Option			
		\$	Brief Description
	<b>Estimated Value of the Site</b>		
<b>Total Value to County</b>	<b>Total Value Allocated to Travis County</b>		
<b>Payment Types</b>	Fully capitalized “up-front payment” ground lease		
	Long-term ground lease with periodic payments		
	Ground lease with blended annual and up-front payments		
	County Revenue Participation		
	In-kind services		
<b>Key Financial Factors</b>			

<b>Ground Rent Factor (% of lease value)</b>	
<b>Ground Rent Escalator (%)</b>	
<b>Annual Ground Rent Payment</b>	\$

### ***DEVELOPMENT PRO FORMA***

The pro forma provides an opportunity for the Respondents' team to illustrate development feasibility and maximum value for Travis County. A preliminary forecast of the revenues and expenses of the proposed project in the form of a statement of cash flows for each project year through the term of the ground lease should be provided.

Pro formas should be submitted in Appendix 1 "Pro Formas." A fully functional excel file containing the project pro forma is required. Make note of assumed funding that is contingent on another agency's action (e.g., tax credits for affordable housing). Note that the purpose of the pro forma is to allow the County to understand the Respondent's approach and expectations of project economics and to provide a basis for business terms to be negotiated later.

Pro formas should, at a minimum, contain the following information:

- Detailed development budget showing all sources and uses of capital including hard and soft costs (project management, overhead, planning and entitlement, design, and marketing), financing costs, and developer fees;
- A pro forma through the term of the ground lease outlining all anticipated revenue sources, expense line items, deductions from revenue and debt service (including all assumptions related to the foregoing). Revenue and expenses, and any other deductions should be identified by use (residential, office, retail, etc.). The basis for all assumptions utilized in the pro forma should be stated clearly in the SOQ;
- Financial sharing arrangements between principal members or investors, including identification of sources of return to the owners and investors;
- Value for any proposed in-kind consideration payments;
- Additional consideration in the form of a percentage of gross revenues and participation in net proceeds on sales or refinancing; and,
- Net Present Value (NPV) calculation of value to Travis County including all upfront payments, fixed annual payments, participation in cash flow and proceeds of any sale or refinancing.

## **IV. EXPERIENCE**

### ***RESPONDENT EXPERIENCE***

Provide a description of Respondent's relevant past experience. For the development entity members, at least three (3), and no more than five (5), examples of projects completed within the last five years that demonstrate relevant experience should be included. In particular, any large scale projects

requiring the Respondent to finance, design, construct, and manage a structure in an urban area should be described. For each example, identify:

- Name and location of the development;
- Ownership, equity sources, and amounts;
- Debt financing sources and amounts;
- Current stage of development (e.g., under construction, lease-up, stabilized operations);
- Date completed;
- Description of improvements, including square footage, environmental design and operation features, and cost to construct;
- Respondent Team Members that participated in the development;
- The role the Team Member played in the project;
- The period of performance;
- Contact information for the client’s contracting officer or similar supervising party for the project; and,
- Unusual issues that arose and how they were addressed.

#### ***RESPONDENT STAFF MEMBERS’ EXPERIENCE***

Respondents should submit a maximum of one page resume for each staff member who will provide key services as part of the development team in Appendix 2, “Resumes”. Resumes will not count toward maximum page submittal limits. Please provide relevant experience of the development team’s staff members, identifying key team member firms and staff members assigned to this project. Provide no more than three projects per team member. Provide information, including the project name, location, description, services provided, dates of service, and outcome of work effort. These projects may be, and are encouraged to be, the same as those submitted under *Respondent Experience*, above.

#### ***RESPONDENT HONORS***

Please also identify a maximum of three (3) completed projects of any type for which the Respondent received an award for design excellence or market performance from a recognized organization and provide background information for each project.

#### ***LOCAL EXPERIENCE***

Provide a statement describing the team’s knowledge and experience with the City of Austin Land Development Code and ordinances, State of Texas law, and other applicable laws relevant to the Respondent’s ability to implement the project. Also describe experience with development in urban environments and past experiences with governmental and/or non-profit entities.

**COMMUNITY ENGAGEMENT EXPERIENCE**

Identify a minimum of three (3) projects where robust community engagement was required. In particular, highlight any large scale projects requiring the Respondent to satisfy a variety of stakeholder interests such as but not limited to, private business owners, public entities, and residential occupants.

**REFERENCES**

Provide five (5) business references that are familiar with the Development Entity Members and their work on projects described in the Experience section of your SOQ, including two institutional lender references.

- Name and title;
- Company name;
- Street and mailing addresses;
- Phone number and e-mail address; and,
- Relevant Development Entity Members, persons having the relationships, and types of relationships.

v. **FINANCIAL QUALIFICATIONS**

Note that the County and their consultants will maintain the confidentiality of certain financial information provided by Respondents as a part of the RFP review process. Respondents may provide proprietary financial information under separate cover (please review Attachment 5). This information is requested to evaluate the Respondent's financial strength and ability to obtain debt and equity financing.

**FINANCIAL STABILITY**

Respondents should provide information that will enable the County to evaluate the Respondent's, and its Development Entity Members', financial capability and approach to the project. Respondents should provide:

- Audited financial statements prepared in accordance with GAAP for the years 2013-2015 (Appendix 3);
- If the entities are publicly owned, provide a copy of the most recent 10K report (Appendix 4); and,
- Credit Report and, if available, financial rating reports and other documents indicating the financial condition of the contracting and financially responsible entities and any controlling entities (Appendix 5).

**FINANCIAL RISKS**

The County will evaluate each Respondent's financial risks that may impact the Respondent's ability to successfully execute the project. SOQs should include the following information related to financial risks for each Team Member:

- **Payment and Performance Bonding Capacity:** provide a statement that shows how the bond amount(s) are derived. In the event that an alternative to bonding is proposed, provide information on the alternative and explain how it better protects the County's interests versus payment and performance bonds.
- **Bankruptcy Information:** provide a statement indicating whether the contracting and financially responsible entities, any controlling entities, any principal personnel or key Development Entity Members or other proposed equity investors have declared bankruptcy during the past five (5) years, and briefly describe the bankruptcies.
- **Pending Litigation:** provide a statement indicating whether the contracting and financially responsible entities, any controlling entities, any principal personnel or key Development Entity Members or other proposed equity investors are involved in any business-related litigation, liens or legal claims, and briefly describe such matters.
- **Judgments:** provide a statement indicating whether the contracting and financially responsible entities, any controlling entities, any principal personnel or key Development Entity Members or other proposed equity investors have had a business-related, court-sanctioned financial judgment against it/them during the past five (5) years, and briefly describe each instance.

## B. STEP 2: REFINED PROPOSAL REQUIREMENTS

The County acknowledges that the development concept (use, design, etc.) and the financial projections and terms proposed for the Site will be refined over time and through additional due diligence and negotiations. However, the information provided in response to this RFP Step 2 will describe the Respondents' current intent and will serve as a major consideration in the selection of a preferred developer partner for Travis County. **As such, all future adjustments to the proposed concept and financial terms, specifically the value allocated to the County, must be justified as a result of additional information and input received during the planning and negotiation process.**

### I. REVISED FINANCIAL OFFER

If Respondents are selected to participate in Step 2 of this RFP, they will receive further instructions from the County regarding specific submittal requirements for the revised financial proposal. Step 2 Respondents will submit a refinement of their original financial proposals submitted in Step 1. Components of the Step 2 financial proposal submission may include but are not limited to the following:

- Refined Financial Narrative;
- Minimum preferred return requirements for the Respondent and relevant financing partners;
- Value to Travis County; and,
- Pro Forma.

## II. DEVELOPMENT CONCEPT

Provide, in a narrative and graphic description, your development concept for 308 Guadalupe Street. This concept must correspond with the revised financial proposal described above. The concept should, to the maximum extent practicable, be based upon the Site development concepts articulated in your Step 1- SOQ. The submission should include tabular and narrative descriptions as well as supporting maps and graphics. At a minimum, the development concept should include the following elements (in no particular order):

1. Development plan diagram(s) that clearly indicates the mix and distribution of proposed Site uses (e.g., retail and/or office square footage, residential dwelling units, parking, civic use, open space, etc.).
2. A diagram, supporting table, and narrative describing the proposed project components.
3. Diagram(s) with supporting text, which describe the proposed development phasing.
4. A diagram, supporting table, and narrative describing the parking component(s), with an indication of the type of parking provided and total number of spaces by location (i.e., underground, on-grade, structured, and/or by supporting use).
5. Narrative explaining any additional community benefits proposed in the project, which may include physical amenities or programmatic elements that benefit the future occupants of the Site as well as the larger community.
6. Perspectives, graphics, and/or images, with supporting text that describes:
  - a. The Site context and relationship with surrounding streets and buildings;
  - b. Building types;
  - c. Building character;
  - d. Building quality / standards; and,
  - e. Other key identity elements, amenities, or other features.
7. Narrative explaining the rationale for the Site concept described in (1) through (5) above. The narrative may make reference to market information, emerging real estate trends, developer experience on similar projects, or other logic for the scale and mix of uses proposed in the Site development concept. In the narrative, describe how the concept responds to the County's objectives for the Site.
8. If the Site concept does not meet current COA zoning for the property, please provide a narrative under which the developer would work with existing COA code to receive alternative restrictions or regulations.
9. Describe your anticipated involvement in the vertical development of the Site (i.e., whether you will complete all or some of the vertical development or partner with builders, making reference to diagrams as applicable).
10. Describe the development strategy, including how you will implement the development concept described above. At a minimum, the development strategy should include the following elements:
  - a. *Pre-development and Development Periods.* Include a schedule and narrative of the key steps that you intend to take to complete the pre-development and development processes, including attainment of all entitlements, approvals, and agreements with third parties; refinement of all plans and engineering; refinement of budgets, pro



formas, and cost projections; attainment of funding commitments; commencement of construction; and completion of the project. This section should make clear which activities will take place sequentially and which will take place contemporaneously.

- b. *Infrastructure Approach.* Background infrastructure studies have been provided in the Data Room (see Section 10). Please provide a narrative describing your review and comment on the types of needed improvements. Please note that you will be responsible for all negotiations and approvals with relevant agencies for access improvements and other infrastructure for the project.
- c. *Project/Infrastructure Phasing.* Describe how you will approach project infrastructure phasing.
- d. *Park Resource and Programming Protection.* Describe how you will protect Republic Park during construction and beyond. In particular, describe measures that will be taken to ensure the heritage trees, known as the “Auction Oaks”, located in the southwest corner of Republic Park will be protected during construction activities and will not be negatively impacted in the long term by any proposed development on the Site. Also, describe how existing and planned future programming at the park will be integrated into the planned development at the Site.
- e. *Marketing/Tenancing Strategy.* Please describe the marketing initiatives you intend to put in place to attract residents/tenants to the Site for both residential housing as well as any private commercial uses (if applicable).
- f. *Expectations and Commitments for Timely Development.* Describe how you intend to ensure that development is initiated and completed in a timely manner, including any suggestions of performance guaranties or other terms that can benefit Travis County in the event of delays. The final terms for such guarantees will be negotiated after developer selection, but this information will provide a sense of your initial position. Please provide your proposed timeline for the following:
  - i. Commencement of construction; and,
  - ii. Completion of the project.

### III. PROJECT MANAGEMENT AND COMMUNICATION ENGAGEMENT

A management plan should be provided that identifies the composition of the management team, including the roles of key personnel and the percentage of their time devoted to this project, and the decision-making process within the organization. The management plan should include, at a minimum, the following elements:

**Key Personnel.** Identify the key personnel on the team. If needed, provide updated resumes to highlight project experience particularly relevant to the Project Concept or simply refer back to information provided in the Step 1- SOQ.

**References.** Please supplement the references provided in the SOQ with public sector clients that have experience working with the key project personnel on similar projects.

**Community Engagement.** The management plan must specify how interaction with the community will be accomplished over the course of the development, and highlight examples of projects in which you

have successfully integrated community input into the design or operation. The Selected Developer shall be responsible for presentations regarding the proposed project to the Travis County Evaluation Team, the Travis County Commissioners Court, the Downtown Austin Alliance, the Downtown Austin Neighborhood Association, Friends of Republic Park, and any other presentations as required by Travis County.

#### IV. EXCEPTIONS TO TRANSACTION DOCUMENTS

Depending on the nature of the development proposal, Respondents may be required to enter into one of several transaction agreement types with the County. Related transaction documents may include, but are not limited to, the following:

- Ground Lease – The County will provide a template for selected developers to provide feedback during Step 2 of this RFP;
- Exclusive Rights Agreement (ERA) – To be developed with Selected Developer during negotiations; and,
- Sale and Purchase Agreement - The County will provide a template for selected developers to provide feedback during Step 2 of this RFP.

Respondents should include a statement acknowledging and accepting the terms of transaction documents (to be distributed to Step 2 selected Respondents). Respondents should identify any terms or issues that would make it difficult to execute a transaction and why they would create a difficulty. Respondents should propose language to address their specific concerns. Refined Proposals with limited deviations or exceptions to the County’s transaction documents will be evaluated more favorably.

**Note: Respondents shall not submit their standard terms and conditions as exceptions to the County terms.**

## 8. EVALUATION

### A. SELECTION

This RFP includes a two-step process: the first step will identify Respondents who are qualified to develop a project of this scope and offer the best value to the County and its taxpayers. The County will evaluate responses based on the criteria outlined below and shortlist a limited number of finalists. An invitation for a Step 2 Refined Proposal Submission will be issued to these shortlisted finalists, which will request a refined development concept and financial proposal for the project. The RFP responses will be reviewed by the Evaluation Team, interviews will be conducted, and the Selected Developer will be contacted to negotiate terms of the transaction with the County. Should negotiations prove unsuccessful, the County will maintain the right to negotiate with the next-highest-ranked Respondent. This RFP and procurement process will be in compliance and conformance with Local Government Code Section 272.001 for a fee-simple transaction, Subchapter A of Travis County Code Chapter 41 for a ground lease transaction, and all other applicable law.

## B. EVALUATION CRITERIA

Step 1 Evaluation Criteria	Points
<p><b>Financial Offer, Approach, and Project Understanding</b></p> <ol style="list-style-type: none"> <li>Proposes maximum, reasonably attainable, value to the County in the form of cash or in-kind services.</li> <li>Development plan demonstrates an understanding of development, financial, and construction constraints and describes mitigation strategies.</li> <li>Complete project pro forma demonstrating project feasibility with reasonable assumptions.</li> <li>Valuable offer of community benefits.</li> </ol>	50
<p><b>Financial Qualification</b></p> <ol style="list-style-type: none"> <li>Demonstrated financial capacity to deliver projects of comparable scope to the proposed development concept.</li> <li>Firm exhibits a clean financial history, free of bankruptcy and other events that would indicate financial instability.</li> </ol>	25
<p><b>Firm and Individual Member Experience with Relevant Projects</b></p> <ol style="list-style-type: none"> <li>Demonstrated firm and individual team member experience developing and constructing projects of comparable scope.</li> <li>Experience engaging key stakeholders in the Austin area and anticipating and managing community engagement requirements throughout the development process.</li> </ol>	25
Step 2 Evaluation Criteria	Points
<p><b>Maximum Present Value to Travis County and Taxpayers</b></p> <p>Proposed current economic benefit to Travis County achieved through upfront payments, recurring payments, revenue participation, and/or in-kind services.</p>	50
<p><b>Financial Proposal</b></p> <ol style="list-style-type: none"> <li>Well-considered approach to and assessment of pre-development costs, including identification of challenges and uncertainties and corresponding mitigation/risk management strategies.</li> <li>Demonstrated access to or commitment of capital.</li> <li>For development scenarios contemplating a long term ground lease or fee-simple sale, proposed substantive amendments to Travis County’s form ground lease or land sale agreements.</li> </ol>	20
<p><b>Project Design Concept and Strategy</b></p> <ol style="list-style-type: none"> <li>Well-considered development concept with strong rationale.</li> <li>Achievement of Travis County goals: rendering best value to the County and its taxpayers, the Site’s highest and best use and superior urban design which compliments current neighborhood planning and design initiatives.</li> <li>Realistic and creative architectural approach to achieving successful marketing, tenanting, and operating the asset.</li> <li>Realistic regulatory strategy - Development strategy that outlines, in detail, the Respondent’s approach to navigate while adhering to the local real estate development permitting and regulatory process.</li> <li>Timeliness of Development - Expectations and commitments to initiate and complete development in a timely manner.</li> <li>Proactive and inclusive approach to public engagement and community involvement.</li> </ol>	20
<p><b>Interview</b></p> <p>Clear explanation of development concept and any additional intangible values each respective firm brings to the process.</p>	5
<p><b>Community Benefits</b></p> <p>Proposed physical or programmatic elements, affordable housing, and/or utilization of HUBs and/or M/WBE, proposed to benefit the existing and future community</p>	5

## C. REFERENCES

The Evaluation Team will also consider responses from the references provided. These references will be contacted and interviewed by Purchasing, County staff, and County advisors and consultants for feedback related to the Respondent's performance as well as funding and financing. The Evaluation Team also reserves the right to contact individuals not listed by the Respondents as references but who have material knowledge of the process and outcomes of the Respondents' past projects.

## 9. SOLICITATION SCHEDULE

Event	Date
a) Issuance of RFP	September 14, 2016
b) Data Room accessible to Respondents	September 14, 2016
c) Pre-proposal conference	September 21, 2016
d) Step 1 Submission (SOQ) Due Date	November 9, 2016 2:00 p.m. Central Time
e) Proposals (Respondents' names and number of proposals) publicly reported to Commissioners Court.	November 15, 2016
f) County Step 1 Submission review period	November 9 – December 1, 2016
g) Step 2 Shortlist, invitation notification, and release Form of Ground Lease	December 2, 2016
h) Respondent Interviews	December 14-16, 2016
i) Step 2 (Refined Proposals) Submission Due Date	January 13, 2017 2:00 p.m. Central Time
j) Target Date for Travis County Commissioner Court approval and notification of the Step 2 Respondent ranking.	February 14, 2017
k) Begin negotiations with selected developer	February 2017
l) Target Timeframe for Transaction Closing	April 2017

## 10. DATA ROOM

The County uses a third-party electronic procurement system, BidSync ([www.bidsync.com](http://www.bidsync.com)), which will serve as the storage Data Room ("Data Room") for:

- a) The distribution of RFP documents and addenda;
- b) The provision of various types of Background Information for the Respondent's review; and
- c) The posting of questions and County responses.

The County may add, delete or amend documents in the Data Room at any time. Each Respondent is solely responsible to ensure that it:

- a) Has the appropriate software, which allows the Respondent to access and download RFP Background Information from the Data Room;

- b) Checks the Data Room frequently for the addition, deletion or amendment of RFP, Background Information and the posting of responses to questions; and,
- c) at all times during the RFP Process, keeps itself informed of and takes into account the most current RFP, Agreement, Background Information and responses to questions.

## **11. TERMS AND CONDITIONS**

### ***RESERVATION OF RIGHTS***

Travis County, at its sole discretion, reserves the right to:

- Change or cancel this RFP;
- Accept and/or reject any or all responses received in response to this RFP;
- Determine whether a response submitted in response to this RFP fails to meet the requirements of the RFP in some material aspect;
- Obtain modification or clarification necessary to properly evaluate a response;
- Obtain references regarding any Respondent's past performance from any source; and,
- Execute a Contract with a successful Respondent.

**Neither issuance of this RFP nor evaluation of any responses obligates Travis County to award a contract based on this RFP.**

### ***RESTRICTIONS ON COMMUNICATIONS WITH COUNTY STAFF***

From the issue date of this RFP until a Selected Developer is chosen and a contract award is made, Respondents are not allowed to communicate about the subject of the RFP with any members of the Travis County Commissioners Court, other County elected officials, County staff, except the designated purchasing office staff, County advisors or consultants or any of the individuals listed in Exhibit 1 of Attachment 1. If violation of this provision occurs, the County reserves the right to reject the Respondent's SOQ or Refined Proposal.

### ***GROUND LEASE***

Should the County choose to enter into a long-term unsubordinated Ground Lease with the Selected Developer; the Selected Developer will have the sole responsibility for obtaining all equity and debt necessary for the Site preparation, entitlement, development, design, construction operation, and management of the Projects. Additionally, the County anticipates the following features under a ground lease scenario:

- All conveyances and other financing must be subordinated to the County's fee-simple interest as landlord under the Ground Lease.
- Title to the land will at all times remain in the name of the County or one of its affiliates, and improvements constructed by the Selected Developer will remain under the ownership of the Selected Developer during the term of the Ground Lease.

- Upon the expiration or earlier termination of the Ground Lease, all right, title and interest to or in the land and the improvements located on the Site will revert to the County or its affiliate.
- From and after the execution of the Ground Lease, the Selected Developer will be responsible for the payment of any real estate taxes, utility connection and capacity fees, franchise taxes, excises, license, and permit fees, and Site-related operating, maintenance, insurance and other carrying costs, and for the management and maintenance of the Projects.
- Rent under the Ground Lease shall be paid to The County or one of its affiliates with all taxes, operating expenses and other expenses related to the Projects to be paid for by the Selected Developer.
- The Selected Developer also will be responsible for any recordation and transfer taxes imposed or assessed upon the Ground Lease.

### ***TEAM COMPOSITION***

A Respondent may not change the composition of its proposed Development Entity unless it has given the County prior written notice of the proposed change. In addition, a Respondent must provide any financial or other materials requested by the County to evaluate the newly proposed composition of the Respondent. The County reserves the right, in its sole discretion, to reevaluate the proposed change in composition and to eliminate the team from further consideration (or to revoke the selection of the Respondent). The Selected Developer must receive the County's written approval before changing its team's composition; otherwise the Selected Developer may be disqualified.

### ***HOLD HARMLESS***

By participating in this RFP process, each Respondent agrees to indemnify and hold harmless the County and its officers, employees, contractors, advisors and consultants from and against any and all real estate and other brokerage fees or commissions, finder's fees, and any other forms of compensation related in any way to activities undertaken by any person as a result of such person's efforts towards and/or participation in this RFP process or the submission by such person of a SOQ or Refined Proposal, and liabilities, losses, costs, and expenses (including reasonable attorney's fees and expenses) incurred by any indemnified party as a result of, or in connection with, any claim asserted or arising as a result of, or in connection, with this RFP process. This includes any and all activities related to the County's exclusive negotiations with the Selected Developer.

### ***ORGANIZATIONAL CONFLICTS OF INTEREST***

When submitting and signing a SOQ or Refined Proposal, a Respondent is certifying that no actual, apparent or potential conflict of interest exists between the interests of the County and the interests of the Respondent. A conflict of interest (whether contractual, financial, organizational or otherwise) exists when any individual, contractor, or subcontractor has a direct or indirect interest because of a financial or pecuniary interest, gift, legal proceeding for or against the County, or other activities or relationships with other persons (including business, familial or household relationships) and is thus unable to render or is impeded from rendering impartial assistance or advice, has impaired objectivity in performing the proposed work, or has an unfair competitive advantage.

### ***SUBMISSION OF STATEMENT OF QUALIFICATIONS***

By submitting a Statement of Qualifications, Respondents warrant and represent that they have read and are familiar with the contractual requirements set forth in the RFP and its attachments, the provisions of which are expressly incorporated into this RFP by reference. Furthermore, the submission of a SOQ or Refined Proposal constitutes an incontrovertible representation by the Respondent that the Respondent will comply with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work. Before submitting a Statement of Qualifications, each Respondent must: a. Examine the solicitation documents thoroughly. Solicitation documents include this RFP, its attachments, and plans referred to herein, and any other relevant documents; and b. Be familiar with federal, state, and local laws, statutes, ordinances, rules, and regulations that may, in any manner, affect cost, progress, or performance of the work.

### ***OPENING OF PROPOSALS AND RELEASE OF INFORMATION***

All materials submitted to Travis County become public property and are subject to the Texas Public Information Act, Texas Government Code Chapter 552, upon receipt. SOQs and Refined Proposals shall not be released until a contract is executed. If Respondent does not wish the County to disclose information in its SOQ or Refined Proposal that Respondent considers proprietary, Respondent must identify and mark each page containing such information “proprietary” at time of submission. Travis County 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.

### ***CONFIDENTIALITY***

If a Respondent believes that any portion of its SOQ, Refined Proposal, response, specification or correspondence contains information that should be withheld as confidential, Travis County should be so advised in writing and provided with legal justification to support the confidentiality claim. A Respondent shall request, in writing, nondisclosure of designated trade secrets or other proprietary data considered confidential by law. Such information shall accompany the proposal, be clearly marked, and be readily separable from the proposal in order to facilitate eventual public access of the non-confidential portion of the proposal. Further, it is the obligation of the Respondent to make such a request to retain confidentiality to the Office of the Texas Attorney General. Respondents may not mark an entire proposal as confidential. Should a proposal be submitted in this manner, Travis County reserves the right to treat the entire proposal as non-confidential except as may be required by applicable law.

### ***RESPONSIBILITY OF RESPONDENTS***

The successful Respondent must, at the time of award, be compliant with all laws governing entities doing business in Texas, including, but not limited to: tax clearance, unemployment insurance, workers compensation, temporary disability insurance, prepaid health care, certificates of completion, etc.

**ADDITIONAL TERMS AND CONDITIONS**

**Approvals.** Any agreement arising out of this RFP may be subject to additional approvals required by statute, regulation, rule, order, or other directive.

**Nondiscrimination.** No person performing work under an agreement for this project, including any subcontractor, employee, or agency of the contractor, shall engage in any discrimination prohibited by any applicable federal, state, or county law.

**Competency of Respondent.** Travis County will determine whether the successful Respondent has the financial ability, resources, skills, capability, and business integrity necessary to complete the project. For this purpose, either before or after the deadline for submission of the RFP, Travis County may require Respondent to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Respondent to satisfactorily fulfill the RFP requirements. Whenever it appears from answers to the questionnaire or otherwise, that the Successful Respondent is not qualified and able to fulfill the RFP requirements, a written determination of non-responsibility of a Respondent shall be made. The unreasonable failure of a Respondent to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such Respondent. The decision of non-responsibility shall be final.

**Preparation of Submission.** A Respondent may submit only one submission in response to this RFP solicitation. If a Respondent submits more than one submission, then all such submissions may be rejected. Travis County reserves the right to amend or supplement the terms and conditions of this RFP and Contract at any time before the date and time by which submissions are due. These terms and conditions will not affect the submissions' evaluation. Travis County also reserves the right to approve amendment(s) to the selected Respondent's SOQ or Refined Proposal, and any such changes or amendments shall not nullify the selection process that was used to select the Respondent (s) for the project. Costs for developing the SOQ and Refined Proposals and any subsequent activities prior to contract award are solely the responsibility of the Respondents. The County will provide no reimbursement for such costs.

**Cancellation.** Travis County reserves the right to cancel this RFP without liability when it is determined by the Travis County Commissioners Court to be in their best interest. The Respondent assumes the sole risk and responsibility of all expenses connected with the preparation of its responses.

**Rejection of Responses.** Travis County reserves the right to reject any and all responses, in whole or in part, without liability, when it is determined by the Travis County Commissioners Court to be in their best interest. The Respondent assumes the sole risk and responsibility of all expenses connected with the preparation of its response.

**Disclaimer in Event of Reliance on Material in this RFP.** The information and data included in this RFP and related documents are for informational purposes only and are deemed reliable but are not guaranteed. Travis County and its advisors and consultants provide no representations, assurances, or



warranties pertaining to the accuracy of the information. Detrimental reliance on this information is at the Respondent's sole risk.

**Purchasing Information, Instructions and Forms.** Respondent is required to complete Attachments 1 and 2, and agree to the terms and conditions in Attachments 3 and 4.

**ATTACHMENT 1**

STATE OF TEXAS }  
COUNTY OF TRAVIS }

**ETHICS AFFIDAVIT**

Date: \_\_\_\_\_  
Name of Affiant: \_\_\_\_\_  
Title of Affiant: \_\_\_\_\_  
Business Name of Respondent: \_\_\_\_\_  
County of Respondent: \_\_\_\_\_

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Respondent to make this affidavit for Respondent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Respondent has received the list of Key Contracting Persons and Restricted Parties associated with this Request for Proposal, which is attached to this affidavit as Exhibit 1.
5. Affiant has personally read Exhibit 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Exhibit 1 with whom Respondent is doing business or has done business during the 365-day period immediately before the date of this affidavit.

Signature of Affiant  
\_\_\_\_\_  
Address

SUBSCRIBED AND SWORN TO before me by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_.

Notary Public, State of \_\_\_\_\_  
Typed or printed name of notary  
My commission expires:

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS AND RESTRICTED PARTIES**  
**September 1, 2016**

**CURRENT**

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge .....	Sarah Eckhardt	
County Judge (Spouse) .....	Kurt Sauer	Kelly Hart LLP
Chief of Staff .....	Peter Einhorn	
Executive Assistant .....	Loretta Farb	
Executive Assistant.....	Joe Hon	
Executive Assistant.....	Maya Reisman	
Commissioner, Precinct 1 .....	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant.....	Deone Wilhite	
Executive Assistant.....	Felicitas Chavez	
Executive Assistant.....	Sue Spears	
Commissioner, Precinct 2 .....	Brigid Shea	
Commissioner, Precinct 2 (Spouse).....	John Umphress	Austin Energy
Executive Assistant .....	Barbara Rush	
Executive Assistant .....	Kristian Caballero	
Executive Assistant .....	Melissa Velasquez	
Commissioner, Precinct 3 .....	Gerald Daugherty	
Commissioner, Precinct 3 (Spouse).....	CharylN Daugherty	Consultant
Executive Assistant.....	Bob Moore	
Executive Assistant.....	Martin Zamzow	
Executive Assistant.....	Madison A. Gessner	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant.....	Edith Moreida	
Executive Assistant.....	Norma Guerra	
County Treasurer .....	Dolores Ortega-Carter	
County Auditor .....	Nicki Riley	
County Human Resources Interim.....	Todd L. Osburn*	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget.....	Jessica Rio	
County Executive, Emergency Services.....	Danny Hobby	
County Executive, Health/Human Services.....	Sherri E. Fleming	
County Executive, TNR .....	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety .....	Roger Jefferies	
Director, Facilities Management.....	Roger El Khoury, M.S., P.E.	
Chief Information Officer.....	Tanya Acevedo	
Director, Records Mgmt & Communications .....	Steven Broberg	
Travis County Attorney .....	David Escamilla	
First Assistant County Attorney .....	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division.....	Tom Nuckols	
Attorney, Land Use Division.....	Julie Joe	
Attorney, Land Use Division.....	Christopher Gilmore	
Director, Transactions Division .....	John Hille	
Attorney, Transactions Division.....	C.J. Brandt*	
Attorney, Transactions Division.....	Ann-Marie Sheely	
Attorney, Transactions Division.....	Barbara Wilson	
Attorney, Transactions Division.....	Jennifer Kraber	
Attorney, Transactions Division.....	Tenley Aldredge	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Elizabeth Winn	

Attorney, Health Services Division ..... Vacant  
 Attorney, Health Services Division ..... Prema Gregerson  
 Attorney, Health Services Division ..... Barbara E. Misle  
 Attorney, Health Services Division ..... Ruben Baeza, Jr.  
 Attorney, Health Services Division ..... Holly Gummert\*  
 Purchasing Agent ..... Cyd Grimes, C.P.M., CPPO  
 Assistant Purchasing Agent ..... Elaine Casas, J.D.  
 Assistant Purchasing Agent ..... Marvin Brice, CPPB  
 Assistant Purchasing Agent ..... Bonnie Floyd, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... CW Bruner, CTP, CPPB  
 Purchasing Agent Assistant IV ..... Lee Perry  
 Purchasing Agent Assistant IV ..... Jason Walker  
 Purchasing Agent Assistant IV ..... Patrick Strittmatter, CPPB  
 Purchasing Agent Assistant IV ..... Lori Clyde, CPPO, CPPB, CTPE  
 Purchasing Agent Assistant IV ..... Scott Wilson, CPPB  
 Purchasing Agent Assistant IV ..... Jorge Talavera, CPPO, CPPB  
 Purchasing Agent Assistant IV ..... Loren Breland, CPPB  
 Purchasing Agent Assistant IV ..... John E. Pena, CTPM, CPPB  
 Purchasing Agent Assistant IV ..... Kimberly Roohms\*  
 Purchasing Agent Assistant IV ..... Jonathan Harris\*  
 Purchasing Agent Assistant IV ..... Veronica Frederick\*  
 Purchasing Agent Assistant III ..... Logan Brown, CTCM, CTPM\*  
 Purchasing Agent Assistant III ..... David Walch  
 Purchasing Agent Assistant III ..... Jean Liburd  
 Purchasing Agent Assistant III ..... Sydney Ceder  
 Purchasing Agent Assistant III ..... Ruena Victorino  
 Purchasing Agent Assistant III ..... Rachel Fishback  
 Purchasing Agent Assistant II ..... L. Wade Laursen  
 Purchasing Agent Assistant II ..... Sam Francis  
 HUB Coordinator ..... Allen J. Roberts, MBA, CTP\*  
 HUB Specialist ..... Betty Chapa  
 HUB Specialist ..... Jerome Guerrero  
 HUB Specialist ..... Paula Ann Pitifer  
 Purchasing Business Analyst ..... Scott Worthington  
 Purchasing Business Analyst ..... Rosalinda Garcia  
 Director, ED&SI ..... Diana Ramirez  
 Strategic Planning Manager ..... Belinda Powell  
 Planning Project Manager ..... Mark Gilbert  
 Corporations Manager ..... Andrea Shields  
 Assistant Corporations Manager ..... Karen Thigpen  
 Budget Director ..... Travis R. Gatlin  
 Cash Investment Manager ..... Deborah Laudermilk

**FORMER EMPLOYEES**

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Attorney, Health Services Division	Randy M. Floyd	10/03/16
Purchasing Agent Assistant IV	Richard Villareal	10/31/16
Purchasing Agent Assistant III	Anthony Webb	02/05/17
Purchasing Agent Assistant IV	Jesse Herrera	03/04/17
County Human Resources	Debbie Maynor	03/17/17
Attorney, Transactions Division	Daniel Bradford	06/01/17
HUB Coordinator	Sylvia Lopez	07/31/17

\* - Identifies employees who have been in that position less than a year.

**RESTRICTED PARTIES (PRECLUDED FROM PARTICIPATION AS RESPONDENT TEAM MEMBERS)**

**Program Manager Team**

AECOM

Architecture Plus

Alvarez & Marsal

Beverly Silas & Associates

BMO Capital Markets

CAS Consulting & Svcs

DataCom Design Group

Nacht & Lewis Architects

**Other Consultants**

HOK

CBRE, Inc.

Public Financial Management, Inc.

Bracewell & Giuliani

Respondent acknowledges that Respondent is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

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If no one is listed above, Respondent warrants that Respondent is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any key contracting person.

## ATTACHMENT 2

### RESPONDENT TEAM MEMBER DECLARATION

#### 1.0 SUBMISSION

[Note: The Respondent must submit a Respondent Team Member Declaration for each Team Member.]

TO: Travis County Purchasing Agent  
700 Lavaca Street, Suite 800  
Austin, Texas 78701

ATTENTION: **Cyd V. Grimes, C.P.M., CPPO**  
**Travis County Purchasing Agent**

NAME OF PROJECT: 308 Guadalupe St. Development Services

NAME OF RESPONDENT: [Note: Insert name of Respondent Team.]

#### 1.1 Representations and Warranties

The Respondent represents and warrants as follows:

- The Respondent has not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFP Process.
- If the Respondent has engaged in any form of political or other lobbying, of any kind whatsoever, prior to issuance of this RFP, the Respondent must disclose the names of the involved parties and details of the political or other lobbying activities by listing them in the correlating table below.
- The Respondent must also disclose any and all lobbyists or others used to influence any members of the Commissioners Court or staff in this procurement.

The Respondent confirms that:

- The Respondent has not discussed or communicated, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its Step 1 or Step 2 Submissions of other Respondents in a way that would contravene Applicable Law; and
- The Respondent has assisted with the preparation and submission of the Step 1 Submission and Step 2 Submission independently and without connection, knowledge, comparison of information, agreement or arrangement, direct or indirect, with any other Respondent.

Except for those actions, suits or proceedings disclosed in the Step 1 Submission or disclosed herein, there are no actions, suits or proceedings pending that could have a material adverse effect on the Respondent's ability to carry out the Project or, to the best of the Respondent's knowledge after reasonable inquiry, threatened against it and the Respondent is not aware of any ground on which such an action, suit or proceeding might be commenced.

Actions, suits or proceedings not disclosed previously are as follows:

***[Note: Add additional lines if necessary]***

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

We have complied fully with this RFP and the provisions of any confidentiality agreement entered into in connection with the RFP Process.

Except as listed in Section 1.3 of this Respondent Team Member Declaration, the Respondent:

- Has not received Confidential Information of the County that is relevant to the Project and that was not received through this RFP Process from the County; and
- Does not have an actual or perceived Conflict of Interest in respect of this Project.

#### 1.2 RFP Terms and Conditions Binding

The Respondent agrees to be bound by and to comply with the terms and conditions of the RFP.

The Respondent confirms it has examined the RFP in detail and confirms that it has received all pages of all documents constituting the RFP.

#### 1.3 Conflicts of Interest

The Respondent confirms that, to the best of its knowledge, the following list represents a complete list of actual or potential Conflicts of Interest:



Name of Party	Details of Conflict of Interest

The Respondent confirms that the following individuals participated in the preparation of the Step 1 and/or Step 2 Submission:

Name of Party	Business Address and Telephone Number

The Respondent discloses that the following political or other lobbying activities took place prior the issuance of this RFP:

Names of Involved Parties, Including Business Address and Telephone Number	Details of Lobbying Activities

Disclosure of Lobbyists or Others:

Names of Involved Parties, Including Business Address and Telephone Number	Details of Lobbying Activities

The Respondent confirms that, except as listed in the table in this section or as provided by the County during this RFP Process, it has not had access to Confidential Information of the County.

Type of Confidential Information	Name of Sponsor or Government Agency

[NAME OF RESPONDENT TEAM MEMBER]

Per:

\_\_\_\_\_

Name:

Title:

Per:

\_\_\_\_\_

Name:

Title:

I/We have authority to bind the Respondent Team Members.

## ATTACHMENT 3

### PURCHASING INFORMATION, INSTRUCTIONS, AND FORMS

**Indemnification.** To the fullest extent permitted by law, the Developer shall indemnify and hold harmless the County and its officials, agents and employees from and against all claims, damages, losses, causes of action, suits, judgements, expenses, and liability of any kind, including but not limited to attorneys' fees, arising out of or resulting from the performance of the services or provision of goods by Developer under this Contract, provided that any such claim, damage, loss, cause of action, suit, judgement or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Developer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not the injury, death, damage claim, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this paragraph.

**Wage Rates.** The Travis County Commissioners Court has adopted the prevailing wage rates for Travis County as determined by the United States Department of Labor in accordance with the Davis–Bacon Act and its subsequent amendments. The Developer will be required to pay the prevailing wage rates in effect at the time of construction, for any construction work performed.

This determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman, or mechanic employed on this job be paid less than the minimum wage scale.

Travis County encourages bidders to pay all laborers, workmen, and mechanics employed on this job no less than the living wage as established by Travis County at the time of contract award, even if the living wage exceeds the wages set forth in the minimum wage scale. The Contractor shall comply with all applicable state and federal laws, including, but not limited to, laws concerned with labor, equal employment opportunity, safety, and minimum wage. The Contractor shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. To ensure that the Contractor, and/or subcontractors are paying the posted specified rates (including fringe benefits when applicable) to all classifications of workmen, mechanics, and laborers, the County reserves the right to perform “spot labor interviews” and examine Contractor payroll information.

Pursuant to Chapter 2258 of the Texas Government Code:

1. A worker employed on a public work by or on behalf of the County shall be paid:
  - (a) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and

(b) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.  
NOTE: This Paragraph Number 1 does not apply to maintenance work.

2. A worker is employed on a public work for the purposes of Paragraph Number 1 if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the County or any officer or department of the County.
3. The contractor who is awarded a contract by the County or a subcontractor of the contractor shall pay not less than the rates (plus fringe benefits when applicable) as listed in the U.S. Department of Labor General Decisions referenced above to a worker employed by the contractor to work on the project.
4. A contractor or subcontractor who violates this section shall pay to the County \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates set forth in the U.S. Department of Labor General Decisions referenced above. The County shall use any money collected pursuant to this section to offset the cost incurred in the administration of the requirements of Chapter 2258.
5. The County will take notice of complaints of all violations of this chapter committed in the execution of the contract and withhold money forfeited or required to be withheld under Chapter 2258 from the payments to the contractor under the contract, except that the County may not withhold money from other than the final payment without a determination by the County that there is good cause to believe that the contractor has violated this chapter.

**Civil Rights and Equal Opportunity in Employment.** The Developer agrees, during the performance of the services under this Contract, that Developer shall provide all services and activities required in a manner that complies with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933], and all other federal and state laws, rules, regulations, and orders pertaining to equal opportunity in employment, as if the Developer were an entity bound to comply with these laws. The Developer shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition. In accordance with Title VI of the Civil Rights Act of 1964:

- a. Compliance with Regulations: Developer shall comply with the requirements relative to nondiscrimination in Federally-Assisted programs, including but not limited to Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.), and 49 CFR Part 21, both as explained in Federal Transit Administration (FTA) Circular 4702.1A, as they may be amended (the “Regulations”), which are herein incorporated by reference and made a part of this Contract.
- b. Nondiscrimination: Regarding the work performed by Developer under this Contract, it 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. Developer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Developer 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 Developer of the Developer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Sanctions for Noncompliance: If Developer does not comply with the nondiscrimination provisions of this Agreement, County shall impose the sanctions that it determines are appropriate, including, but not limited to, withholding of payments to Developer under the Agreement until Developer complies, or until cancellation, termination or suspension of the Contract, in whole or in part.
- e. The Developer further agrees that the County or its duly authorized representatives shall have access to any and all books, documents, papers, reports and records of the Developer, which the County deems are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions, and to ascertain compliance with federal and state employment discrimination laws. Developer shall provide all information and reports required by Title VI of the 1964 Civil Rights Act (42 USC Section 2000d, et. seq.) and any regulations or directives issued pursuant to them. Developer shall permit access to its books, records, accounts, other sources of information and its facilities as County may determine to be pertinent to ascertain compliance with these regulations, orders, and instructions. Where any information required of Developer is in the exclusive possession of another who fails or refuses to furnish this information, Developer shall so certify to the County, as appropriate, and shall state what efforts it has made to obtain the information.
- f. Incorporation of Provisions: Developer shall include the provisions of sections a - f (regarding nondiscrimination) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant to them.

**Disbursements to Persons with Outstanding Debt.**

- a. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of the Developer to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of the Developer, or an agent or assignee of Developer until:
  - 1. The County Treasurer notifies the Developer in writing that the debt is outstanding; and
  - 2. The debt is paid.
- b. "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the County.
- c. County may apply any funds County owes the Developer to the outstanding balance of debt for which notice is made under section a, par. a.1. above, if the notice includes a statement that the amount owed by the County to the Developer may be applied to reduce the outstanding debt.

**Conflict of Interest Questionnaire.** If required by Chapter 176, Texas Local Government Code, the CONSULTANT shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. If any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire not later than the seventh business day after the date of the event that caused the statement to become incomplete or inaccurate. The CONSULTANT should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

**Certificate of Interested Parties.** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties form to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The form discloses any interested parties who have a controlling interest (10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiate the terms of the contract (broker, intermediary, advisor, and/or attorney), if any. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015 and new rules (Chapter 46) on November 30, 2015.

The successful Respondent will be required to submit a signed and notarized 1295 form to the Travis County Purchasing Office prior to the award of this solicitation and/or prior to signing a contract with the County. The successful Respondent will be required to download the form via the Texas Ethics Commission's website at:

<https://www.ethics.state.tx.us/forms/1295.pdf>

For more information and an instructional video go to:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

The "identification number" to be used on the 1295 form for this procurement is: RFP No. P1608-015-JT

All prospective Respondents shall familiarize themselves with this requirement and agree to provide the completed Form 1295 if selected as the successful Respondent for this procurement.

## **ATTACHMENT 4**

### **WORKER PROTECTION STANDARDS**

Any offers that propose a long-term ground lease and development must meet the following Worker Protection Standards:

1. Pay the prevailing wage to construction workers, provided the Travis County living wage is preferred when it is the higher of the two;
2. Provide OSHA-10 training for construction workers and OSHA-30 for construction safety managers;
3. Provide workers compensation insurance for construction workers;
4. Provide independent monitoring of the construction sites by on-site monitors approved by the County; and,
5. The successful Respondent shall develop a Project Team that shares the County's goal of recruiting 30% of the construction workforce from local, Department of Labor-certified apprenticeship programs or other training programs that provide bilingual instruction approved by the County.

## **ATTACHMENT 5**

### **SUBMISSION FORMAT AND EVALUATION**

#### **1.0 STEP 1 AND STEP 2 SUBMISSION FORMAT**

Submissions will be submitted in two (2) discrete phases, or steps, as outlined in this RFP. The format described herein applies to both the Step 1 (SOQ) Submission, and if invited by the County, the Step 2 (Refined Proposal) Submission.

#### **2.0 REQUIREMENTS TO SUBMIT A COMPLIANT SUBMISSION**

##### **2.1 General Submission Requirements**

- 2.1.1 This Attachment is applicable to both the Step 1 and Step 2 Submissions by the Respondents.
- 2.1.2 All Submissions are to be submitted in English in both printed copy and electronic copy. In the event of any conflict or inconsistency between the printed copy and the electronic copy of the submission, the printed copy shall take precedence.
- 2.1.3 Respondents are notified both in this Attachment 5 and elsewhere in this RFP that all Submissions must be received by the Purchasing Agent before the dates and time specified in Section 9 – Solicitation Schedule of this RFP. All late Submissions will be returned to the Respondent unopened.
- 2.1.4 Unless specified elsewhere in this RFP, all Submissions are to be received on the specified due date by 2:00 p.m. Central Time.
- 2.1.5 The County reserves the right to exclude pages and/or sections from the Step 1 Submission and the Step 2 Submission that does not meet the requirements stated within this RFP. Also, if the Step 1 Submission or the Step 2 Submission does not fully comply with the instructions and rules contained in this RFP, including the affidavits, exhibits and forms, it may be considered non-compliant. If a Submission is deemed non-compliant, the County may disqualify the Submission in its entirety from further consideration.
- 2.1.6 Each Respondent may only submit one (1) Submission in response to this RFP. Multiple Submissions are not permitted. In addition, any revisions to, or the replacement of, a Submission already submitted to the County may not be submitted unless expressly approved by the County in writing or requested by the County in writing, and in accordance with the requirements of this RFP.
- 2.1.7 Each Submission shall contain concise written material, enabling a clear understanding and evaluation of the capabilities of Respondent and the characteristics and benefits of the Submission. Legibility, clarity, and completeness of each portion of a Submission are essential.

##### **2.2 Submission Format and Organization**



- 2.2.1 Each Submission must be clearly titled and identified.
- 2.2.2 All blank spaces in forms attached to the Submission must be filled in as appropriate.
- 2.2.3 No substantive change can be made to any form attached to this RFP.
- 2.2.4 Submissions must be bound, in binders or by other means, with all pages sequentially numbered.
- 2.2.5 Each Submission must be presented on double-sided pages and shall be on 8½" x 11" paper in Times New Roman, 12-point font (except with respect to tables, graphs, matrices or similar data, which may be in Times New Roman, 10-point font). Single sided 11" x 17" may be used in the Submission where appropriate (i.e. for organization charts, schedules, etc.). 11" x 17" format drawings illustrating the design concept may be bound with the explanatory text;
- 2.2.6 A minimum 1-inch margin shall be maintained on all four sides of the page. Proposal may use 11" x 17" paper for drawings illustrating the design concept may be bound with the explanatory text. . Blank pages for spacers or separators, provided they are marked "this page intentionally blank" will not count as to the page limit.
- 2.2.7 Each binder of the Submission must be labeled to indicate its contents and will include a table of contents, attachments and appendices, separated with tabs and dividers as appropriate to facilitate the County's review of its contents. Each page should be sequentially numbered in each section of each package, with a numbering system that includes the section number and the page number, such that loose sheets may be easily re-inserted into the correct place; the original Submission must be clearly identified as "ORIGINAL." Each copy of the Submission must also be sequentially numbered (e.g., copy 1 of 11, copy 2 of 11, etc.), labeled and bound, and labeled as a "COPY."
- 2.2.8 Without limiting the other submission requirements set forth in this RFP, a Submission may be considered non-compliant and may be disqualified from the selection process for any of the following reasons:
  - The Respondent fails to use sealed envelopes or containers, or properly identify a Submission or any portion thereof;
  - The Submission is submitted in a hard copy or in an electronic format other than as specified by the County;
  - The Respondent fails to properly complete and submit all of the forms and affidavits, questionnaires, etc. required in the Attachments to this RFP;
  - Any part of the Submission is missing from the Submission package and it otherwise does not meet the Submission submittal requirements set forth herein;
  - The County determines that the Submission contains irregularities that make the Submission incomplete, indefinite or ambiguous as to its meaning, including illegible text, omissions, erasures, alterations, items not required by this RFP or unauthorized additions;

- The Submission includes conditions or provisions reserving a Respondent's right to accept or reject an award if it is selected;
- Exceeds the page limit of any section of the Submission; or
- The Submission fails to include any required information.

### 2.3 Submission of Sensitive or Propriety Information

Respondent may provide proprietary financial information under a separate cover. Such information shall accompany the SOQ or Refined Proposal in a separate, sealed envelope marked "Confidential" in order to facilitate eventual public access of the non-confidential portion of the proposal. Respondents may not mark an entire proposal as confidential. Should a proposal be submitted in this manner, Travis County reserves the right to treat the entire proposal as non-confidential except as may be required by applicable law.

## 3.0 FORMAT OF PRINTED COPIES

The printed copies of the Submission must adhere to the following format:

- The outermost cover of a Submission must include the County RFP number and Project title as indicated on the title page of this RFP, as well as the full legal name and address of the Respondent;
- The Respondent is to limit each component of the Submission to the maximum number of pages indicated in this Attachment 5 of this RFP.

## 4.0 FORMAT OF ELECTRONIC COPIES (WITH SEARCHABLE PDF COPY)

The electronic copies of the Submission must adhere to the following format:

- CDs or sets of CDs (if applicable) or clearly marked USB format "memory" sticks should be provided in PDF format;
- CDs or sets of CDs (if applicable) or clearly marked USB format "memory" sticks should be provided in a file format that can be edited (if applicable);
- the name of the Project, the name of the Respondent and the numbering of the CD set (if applicable) or USB format "memory" sticks (as applicable) should appear on the case of each CD or USB format "memory" stick (as applicable) and on the CD or USB format "memory" stick (as applicable); and
- file formats that are required for specific components of the Submission are to be included on the CDs or USB format "memory" stick (as applicable) in the format indicated below:

File Format	Software Package
Text Documents	Microsoft Word (Version 2010)
Spreadsheets or Tables (e.g., pro formas)	Microsoft Excel (Version 2010)
Informational Drawings, Sketches, Concepts, Renderings, etc. as the Respondent see fit to supply the County	Adobe PDF

## 5.0 NUMBER OF COPIES

5.1 For printed copies, the Respondent is to submit:

5.1.1 For the Step 1 Submission: one (1) signed original marked "Original Copy" and five (5) copies of Step 1 Submission (Qualifications);

5.1.2 For the Step 2 Submission, if invited to respond:

5.1.2.1 One (1) signed original marked "Original Copy" and five (5) copies of Step 2 Submission (Refined Proposal); and

5.2 For electronic copies, the Respondent is to submit:

5.2.1 For **both** the Step 1 Submission and the Step 2 Submission, in PDF Format – one (1) USB format “memory” stick containing the Submission.

## 6.0 SUBMISSION PACKAGING

All boxes, containers or other packaging containing the Respondent’s Submission (applicable for both Step 1 and Step 2) should be clearly and legibly identified and marked with:

- “Step (1 or 2, as applicable) Submission for the 308 Guadalupe St. Development Services”
- RFP No. P1608-015-JT
- Cyd V. Grimes, C.P.M., CPPO, Travis County Purchasing Agent
- 700 Lavaca Street, Suite 800, Austin, Texas 78701
- Respondent’s Name
- Package [•] of [•]

## ATTACHMENT 6 CURRENT TAX RATE TABLE

Travis County Average Taxable Homestead

Jurisdiction	Tax Rate*	Value Before Exemptions	Reduction in Taxable Value from Homestead Exemption	Taxable Value After Homestead Exemption	FY 16 Property Tax Bill
Travis County	\$ 0.416900	\$ 328,150	\$ 65,630	\$ 262,520	\$ 1,094
Central Health	\$ 0.117781	\$ 328,150	\$ 65,630	\$ 262,520	\$ 309
City of Austin	\$ 0.458900	\$ 328,150	\$ 19,689	\$ 308,461	\$ 1,416
Austin I.S.D.	\$ 1.202000	\$ 328,150	\$ 25,000	\$ 303,150	\$ 3,644
Austin Community College	\$ 0.100500	\$ 328,150	\$ 5,000	\$ 323,150	\$ 325
<b>Total</b>	<b>\$ 2.296081</b>				<b>\$ 6,788</b>

\*Tax rate is per \$100 of taxable value.