

**Request for Qualifications (RFQ)  
19RFQ117  
Real Estate Entitlement and Land Use On Call  
Consulting For 2017 Bond Projects**

Date	Event
February 14, 2019 February 21, 2019	Advertise/Issue Dates
February 21, 2019	Pre-Proposal Conference <b>Austin ISD Carruth Administration Center at 11:00 AM 1111 West 6<sup>th</sup> Street, Suite B-300 (Leave time to park)</b>
February 28, 2019	Questions and Answers posted on our website
March 7, 2019	<b>RFQ opening / due date at 2:00 pm CST</b>
April 22, 2019	AISD Board Meeting for review/approval

<p><b>Deliver Sealed Proposals to:</b></p> <p><b>Austin ISD Construction Management Dept. 812 San Antonio Street Suite 200 Austin, TX 78701</b></p>	<p><b>Contact Person:</b></p> <p>Jennifer Nix Contract &amp; Procurement Services <a href="mailto:jennifer.nix@austinisd.org">jennifer.nix@austinisd.org</a></p> <p><b>HUB Coordinator Contact</b> Melfi Penn <a href="mailto:melfi.penn@austinisd.org">melfi.penn@austinisd.org</a></p>
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- Questions must be submitted via e-mail to the contact person listed above.  
**In the e-mail subject line, type: *Questions 19RFQ117-Real Estate Entitlement and Land Use On Call Consulting for 2017 Bond Projects***
- Q & A and Addenda will be posted on our website: [www.austinisd.org/cp/bids](http://www.austinisd.org/cp/bids)
- Proposals are due no later than 2:00 pm on the date indicated. Your proposals must be delivered by mail or hand delivery in a sealed envelope or carton. Proposals received after the specified time shall not be considered.
- **Please submit the following:**
  - One (1) hard copy marked “original” – include signed “required” forms
  - One (1) digital copy on a flash drive – include signed “required” forms
  - One (1) hard copy marked “copy”
- FAX, e-mail or other electronic proposals **will not be accepted.**
- Proposals must be plainly marked with **name and address of the Offeror** and the RFQ number and Title above.

The solicitation consists of the following documents and all addenda that may be issued:

- Request for Qualifications
- Evaluation & Selection Process
- Exhibit “A” – Prospectus
  - Attachment 1 –Scope of Work
- Exhibit “B” –Master Services Agreement

## **REQUEST FOR QUALIFICATIONS**

An AISD Selection Panel will evaluate all submittals with the anticipation of making recommendations to the Superintendent. The AISD Board of Trustees will take action on the consultant’s selection recommendation during a regularly scheduled Board meeting.

AISD will conduct a pre-submission conference to allow questions to be asked related to the RFQ. Also, the pre-submission conference is an opportunity for design professionals to meet and discuss sub-consultant and teaming possibilities and Historically Underutilized Business opportunities in preparation of their responses.

AISD encourages full participation in all phases of procurement activities and shall afford a full and fair opportunity to all vendors to compete for District contracts. Historically Underutilized Businesses are businesses in which at least 51 percent of the ownership and management is by minority group members or women, or in the case of a publicly owned business, at least 51 percent of the stock is owned and managed by minority group members or women in all phases of the procurement. Responding firms are advised to determine if they are required under Chapter 176 of the Texas Local Government Code to file a completed conflict of interest questionnaire with AISD. If completion of the questionnaire is required, the Conflict of Interest Questionnaire (Form CIQ) should be completed and submitted online at:

<https://www.austinisd.org/cp/cis>

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Texas 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 to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

After the AISD Board of Trustees selects the Offeror, the successful Offeror will be required to complete an electronic Form 1295 (“Form 1295”) on the Texas Ethics Commission website at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit the completed and executed Form 1295, including the certification of filing, to AISD prior to entering into a contract with AISD in accordance with this statute. Additional information is available on the Texas Ethics Commission website at [www.ethics.state.tx.us](http://www.ethics.state.tx.us). Submission of a response to this Request for Proposals indicates the responding firm’s acceptance and intended compliance with these requirements.

The responding firms, or their agents, shall undertake no activities, actions, or contacts to promote or advertise their RFQ submissions to the AISD Board of Trustees, Superintendent,

central office administrators, administering committees, and/or members of the Selection Panel. Violation of this provision will be grounds for disqualification of the responding firm.

The responding firms, or their agents, shall undertake no activities, actions or contacts to promote or advertise their responses to the AISD Board of Trustees, Superintendent, central office administrators, or members of the Construction Management Department staff. Violation of this provision will be grounds for disqualification of the responding firm. Responding firms shall not be eligible to be considered for this solicitation if the responding firms, or their agents, engaged in or attempted to engage in prohibited communications.

## **EVALUATION & SELECTION PROCESS**

### **STATEMENT OF QUALIFICATIONS FORMAT**

#### **Preface**

The firm shall provide an Executive Summary of two (2) pages or less, which gives in brief, concise terms, a summation of the proposal.

#### **Statement of Qualifications**

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

##### ***Section I – Firm Profile and Qualifications***

This section shall contain the full name and address of the firm submitting the proposal and a brief summary of the firm's experience and individual experience for personnel who will provide this product or service.

##### ***Section II – Scope of Service***

A description of services and capabilities as outlined in the Scope of Service and Performance Requirements sections of this RFQ, in the order shown. Clearly state any exceptions taken to the specifications of this RFQ, or any conditions of the proposal. The selection will be made of the firm or person whose proposal is most responsive to the Request for and offers the best advantage to AISD.

As part of the selection process, consultants may be requested to provide information concerning client representation for evaluation by AISD. Identify conflicts with other ISDs, book publishers, testing contractor etc. If, in the discretion of AISD, a conflict of interest, real or apparent, exists or may exist, then AISD reserves the right not to select a consultant to perform the services herein, regardless of the qualifications of that consultant or the ranking of the consultant as provided below.

##### ***Section II – References***

References are to be from government agencies and/or firms, which are substantially serviced by the firm (references most similar to Austin ISD should be provided). Each reference must contain the name, address, telephone number, and point of contact (including email address). A list of at least four (4) references from current customers must be provided.

### **COMPETITIVE SELECTION / EVALUATION**

This is a NEGOTIATED procurement under the provisions of the Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code. As described above, submissions will be evaluated and ranked on the basis of demonstrated competence and qualifications, and negotiations with submitters, in order of ranking, will be undertaken by AISD until a satisfactory contract for services is reached with a respondent for a fair and reasonable price.

# EXHIBIT A

## SCOPE OF WORK

In November of 2017, Austin voters approved a \$1-billion Bond to include: new/modernized campus facilities; improvements to address overcrowding and critical needs; and districtwide improvements to technology for teachers and students and transportation within Austin Independent School District (AISD).

As part of the 2017 Bond Projects, AISD has determined the need to pre-select a consultant to provide real estate entitlement and land use consulting.

AISD requests qualifications from firms interested in providing real estate entitlement and land use consulting as they may be related to AISD's properties and facilities within the City of Austin and Travis County jurisdictions.

Selected applicants should have knowledge and experience with the Austin Independent School District and the existing Interlocal Agreement (ILA) between the City of Austin and AISD within the last three (3) years or similar experience with other Texas school districts.

### **Real Estate Entitlement experience includes:**

- The analysis of existing zoning, subdivision and site plan entitlements with school district properties.
- Consulting with school districts how those entitlements relate to existing or future projects.
- The development of strategies to ensure the entitlements necessary for school district operations on a site are consistent with entitlements available today and if not, the process for obtaining those entitlements.
- Assessing site entitlements to recommend appropriate permitting strategies.
- Reviewing entitlement schedules to ensure appropriate timelines are set to account for unique permitting and/or site conditions.
- Providing assistance related to entitlements as they impact future bond planning.
- Providing assistance related to the negotiation agreements with the governmental agencies as it relates to entitlements.

### **Land Use Consulting experience includes:**

- The analysis of school district's existing or proposed land use(s).
- The development of strategies to ensure that existing and/or proposed land uses on school district sites are consistent with site entitlements.
- Consulting with school district on the acquisition, lease, or sale of sites and/or facilities.
- The development of strategies to streamline site development and building permitting activities.
- The evaluation of data related to, but not limited to, impervious cover, floor to area ratios, height, building coverage, zoning history, conditional overlays, setbacks, detention, water quality, environmental features (i.e., caves, sinkholes, voids, endangered species habitat, environmental preservation lands, etc.), watershed regulations, waterway setbacks, erosion hazard zones, floodplains (including Atlas 14), landscape and tree issues, parks and lands jointly owned with the local government body, subdivision requirements, neighborhood plans, Future land Use Maps, parking, transportation, traffic, and other site constraints that may impact land use(s) on school district sites.

**Land Use Consulting experience cont:**

- Providing consulting for historic school district facilities, including representation in front of the Historic Landmark Commission.
- Consulting and negotiating agreement related to temporary and permanent parking requirements.
- Providing assistance related to the negotiation of agreements with the governmental bodies as it relates to school district land use, land acquisition, lease or sale, and operations and maintenance.
- Providing assistance related to land use as it impacts school district bond planning.
- Consulting for school districts on the acquisition, lease, or sale of sites and/or facilities.
- Modifying site development standards.
- Processing Vacations.
- Right of Way modifications.
- Processing temporary and permanent easements, including but not limited to utility, waterway, and site access easements.
- Review and modification of deed documents.
- Processing Unified Development Agreements.
- Providing Successorship Affidavit Title Support.
- Negotiating license agreements.
- Negotiating encroachment agreements.

**Other experience that is desired from qualified applicants includes:**

- Experiencing with presenting school district related business before in front of City of Austin Boards, Commissions, and City Council.
- Experience in the development of resolutions in support of school bond programs.
- Experience working with the City of Austin Development Services Department to ensure permit reviews are consistent with Interlocal Agreements.
- Familiarity with City of Austin 1994 and Development Code as it relates to entitlement, development, and permitting.
- Specific familiarity with impervious cover entitlements.
- Applicable experience representing entities required to comply with the Texas Parks and Wildlife Code, Title 3, Chapter 26 Protection of Public Parks and Recreation Lands.

# EXHIBIT B

## MASTER PROFESSIONAL SERVICES AGREEMENT

THIS MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on the Effective Date, as hereinafter defined, by and between \_\_\_\_\_ (“Consultant”), and Austin Independent School District (“Owner” or “District”), for provision of \_\_\_\_\_ services to the District, on an as-needed basis, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and the receipt of which shall be acknowledged by endorsement thereof, the parties do hereby agree as follows:

- Services to be Performed by Consultant**—Upon request by the District, Consultant may present a written proposal (“Proposal”) to Owner, offering to perform certain construction related and/or real estate related professional services (“Services”). Each Proposal shall set forth the scope of the Services to be performed by Consultant, the location of the services or subject project, the cost of the services, any deliverables to be provided to Owner, any information or actions required of the Owner in connection with the Services, and the timelines or deadlines associated with Services. This Agreement will incorporate, by reference, all such provisions stated in as stated in each Proposal, and each Proposal shall be subject to the terms and conditions of this Agreement. Consultant shall perform the services described in this Agreement and any executed Proposal according to the standards of his/her profession. Consultant is not guaranteed any certain or minimum amount of assignments from Owner under this Agreement.
- Compensation**—In consideration of the services performed by Consultant under this Agreement, the Owner shall pay to Consultant the compensation set forth in each Proposal. Consultant is not guaranteed any certain or minimum amount of compensation from Owner under this Agreement; however, the total annual compensation to Consultant under this Agreement shall not exceed \$\_\_\_\_\_. Any additional services and reimbursable expenses shall be compensated at the rate and manner set forth in the Proposal, and are subject to the express written prior approval of the District. Payments shall be due within 30 days following receipt of a valid and undisputed invoice, upon completion of the Services or other progress milestone as agreed to in a Proposal.
- Time of Completion**—Consultant shall complete the work specified in the Proposal in a timely manner, in accordance with the Owner’s schedule for the subject project. Consultant shall not commence with any Services until a written Proposal for such assignment has

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been submitted to and approved by Owner, and executed by both Consultant and a duly authorized representative of Owner.

4. **Relationship of the Parties**—It is understood and agreed that Consultant is an independent contractor and neither Consultant nor any employees, volunteers, or agents contracted by Consultant shall be deemed for any purposes to be employees, volunteers or agents of Owner. Consultant shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.
5. **No Waiver of Immunity**—Owner does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
6. **Insurance and Indemnity**—For the term of this Agreement, Consultant agrees to maintain and keep on file with Owner all insurance coverages as set forth in Exhibit A to this Agreement. Consultant shall provide valid renewal or amended certificates, as required in Exhibit A. Consultant agrees to indemnify and hold harmless Owner, its trustees and employees against any and all losses, costs, expenses and liabilities, including but not limited to reasonable attorneys' fees and court costs, to the extent they arise out of Consultant's negligent acts or omissions.
7. **Compliance with Laws**—Consultant shall maintain any and all applicable license(s) and certification(s) necessary to perform any Services contemplated by this Agreement. Consultant shall observe and comply with all Federal, State, County and local laws, and Owner's Board Policies that in any manner affect the provision of Services and performance of all obligations undertaken pursuant to this Agreement.
8. **Authorization of Agreement**—Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms. This Master Agreement is not exclusive, and does not guarantee that Consultant shall receive any minimum or specific volume of work from Owner.
9. **No Waiver**—No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
10. **Notices**—Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when



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deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Consultant:

\_\_\_\_\_

If to Owner:

\_\_\_\_\_

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

11. **No Assignment**—No assignment of this Agreement, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
12. **Amendments**—This Agreement may be amended or modified by, and only by, a written instrument approved by the Owner in accordance with Owner’s Board Policy.
13. **Termination**—Owner may terminate this Agreement with or without cause upon seven (7) days written notice to Consultant. In the event of termination, Consultant shall be entitled to compensation for all services provided up to the effective date of termination.
14. **Consultant Certifications**—Consultant hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Consultant further hereby certifies and verifies that neither Consultant, nor any affiliate, subsidiary, or parent company of Consultant, if any (the “Consultant Companies”), boycotts Israel, and Consultant agrees that Consultant and Consultant Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

## EXHIBIT B

15. **Governing Law**—This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the courts of Travis County, Texas, for any action under this Agreement.
16. **Duplicate Originals**—This Agreement may be executed in multiple counterparts, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.
17. **Complete Understanding**—This Agreement and all Exhibits, Supplements and Amendments thereto shall constitute the complete understanding of Consultant and Owner. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any terms or conditions contained in any of Consultant's Proposals which purport to limit, waive, relinquish any warranties or liabilities of Consultant are not included, and are hereby expressly excluded from this Agreement unless this Agreement is specifically amended to restate such term, condition or limitation in the main body of this Agreement. The appearance of such matters in any Proposal will be of no legal force or effect, as the inclusion of Consultant's proposal is intended to only provide information relating to the scope, deliverables, deadlines and fees relating to Consultant's services.
18. **Effective Date and Term**—The “Effective Date” of this Agreement shall be the date that all necessary and authorized representatives of Owner have endorsed the same, and shall continue for one (1) year. Thereafter, this Agreement shall automatically renew for four (4) additional subsequent one-year periods, subject to the termination provisions set forth herein.

**CONSULTANT**

**AUSTIN INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

## **AUTHORIZATION FORM**

The foregoing is true and correct. The Austin Independent School District, or any authorized representative of the Austin Independent School District, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information, which the Austin Independent School District might determine as being desirable.

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_